



REGULAR COUNCIL MEETING MONDAY, FEBRUARY 11, 2013
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of Regular Council Meeting of January 28, 2013.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Annual Building Report and Building and Inspection November and December monthly Reports.		
7.2 Receive and File: Resignation of Jeff Dupage from the Pekin Planning Commission.		
7.3 Proclamation: "Young Authors Week" March 11-15, 2013.		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
9.0 NEW BUSINESS		
9.1 Ordinance No. 2678-12/13 – Amending The Tax Increment Financing (TIF) Redevelopment Project Area Boundary For the South Industrial Park Conservation Area	DG	5

DESCRIPTION: The Ordinance corrects a parcel included in the SSIPC TIF dated October 22, 2012/Ordinance 2670-12/13 that was not in our corporate boundaries (basically a section of railroad right-of-way). ACTION: Motion to adopt the Ordinance. VOTE REQUIRED		
9.2 Engineering Agreement with Hanson Professional Services Inc. DESCRIPTION: request to enter into an agreement to provide engineering design and oversight of the rehabilitation of the western portion of the general aviation ramp at the Pekin Municipal Airport. ACTION: Motion to approve the agreement in the amount of \$43,509.00. VOTE REQUIRED	MG	3
9.3 Change Order No. 4 Wastewater Treatment Plant 2A DESCRIPTION: Order includes addition for 9 items due to changes required once construction started. Modification to insure operation of existing plant experiences no major interruptions. ACTION: Motion to approve the Change Order. VOTE REQUIRED	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

MG Mike Guerra City Engineer
 JW Joseph Wuellner City Manager

DG Darin Girdler Assistant City Manager

Column 2 Key:

- 1 A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- 4 A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
- 5 An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JANUARY 28, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA, MAYOR PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, SCHMIDGALL, MCCABE, HENDRICKS, AND
BARRA**

ABSENT: BLANCHARD AND MASSAGLIA

The **Pledge of Allegiance** was led by students from Washington Intermediate School.

Roll was called and all Council Members were physically present except Council Members Blanchard and Massaglia. A quorum was present.

AGENDA

Motion by Council Member Hendricks, seconded by Council Member Abel, that **the agenda be approved as presented**. On roll call vote all present voted Aye.

MINUTES

Motion by Council Member McCabe, seconded by Council Member Hendricks, that the **minutes of the Regular City Council Meeting of January 14, 2013, be approved as written**. On roll call vote, all present voted Aye.

PUBLIC INPUT

Attorney Valerie Moehle Umholtz, 410 Broadway, asked to address the Council for her client in respect to the subject of the stormwater study being presented on the meeting agenda. She referred to years of serious erosion and drainage problems that existed as well as the City's unrecorded easement that drains through her client's property. She felt it important for the City to move forward to remedy the issues.

Brandon Dentino, 2675 Allentown Road, told Council he was present to speak in favor of the approval of the master planning consulting service for the riverfront. He expressed frustration that thousands of dollars were spent in the past for the park and the pier but development did not follow. He asked that Council take this opportunity to move forward with careful planning and a look to the future for good development in the riverfront project.

CONSENT AGENDA

Motion by Council Member Abel, seconded by Council Member McCabe, that the **CONSENT AGENDA be approved as presented**. Mayor Barra presented the following for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports: Tazewell County Animal Control December 2012 Report and Mayor's Advisory Committee for People with Disabilities Minutes September 13, 2012
7.2 Receive and File: Pekin Hospital Foundation receipt of financial gift by The Unland Companies in the City's honor.
7.3 Resolution No. 61-12/13 – Mayor's reappointment of Leigh Ann Matthews and Dennis Kief to the Riverway Business Park Review Committee for a term until November 23, 2015.
7.4 Resolution No. 62-12/13 – Mayor's reappointment of Ann J. Trumpy to the Pekin Housing Board for a term until January 14, 2018

On roll call vote, Ayes, Abel, Schmidgall, McCabe, and Barra; Nay, Hendricks; Absent Blanchard and Massaglia. Motion Carried.

COMMUNICATIONS, PETITIONS, REPORTS

Melida Heien, Executive Director Pekin Main Street, informed the Council that she was working with 9 and 10 year old students from Washington Intermediate School on their Destination Imagination project. Their project was to design a park/community garden. Tristen Hess, Jasmin Segovia, Elizabeth Sandoval, Minah Strasser, Natalie Johnson, Aubree Mason, and Eryn Sturch addressed the Council with their ideas for carrying out their project for a garden. The group asked for permission to use the City owned empty lot on Court Street next to the Pekin Daily Times offices. Each girl presented a segment of the team community service project called Real to Reel. Mayor Barra expressed words of encouragement to the girls in their competition on February 23, 2013.

City Engineer Michael Guerra presented a summary of the reports on the findings regarding storm water studies performed in 2012 by the outside firm of Midwest Engineering Associates, Inc. Two representatives from the company were present.

BROADMOOR HEIGHTS AND PARK RIDGE DRAINAGE STUDY

- received complaints of increasing erosion and stream degradation
- comprehensive study of drainage basin approximately 115 acres bounded by Parkway Drive, Broadway Road, Schramm, Broadmoor School.
- Identified 18 issues (7 of which needed attention due to severity of problem)
- Estimated contractor cost of \$527,275.00

CAMBRIDGE AND SHIRE DRAINAGE STUDY

- prone to flooding for decades
- phase one of study - sewer branch off of Derby that drained intersection
- *it was determined existing infrastructure undersized
- phase two of study - capacity of Derby Street storm collection system
- *major contribution to flooding on Cambridge was tailwater condition produced on Derby sewer
- three contribution cause the stacking water conditions
- recommendation underground pipe storage along Shire
- three option cost range \$968,227 - \$1,376,839

Council Members discussed alternate options to purchase one or more of the properties for detention pond with pumps estimated at \$400,000 and a last option to leave the area as is. It was noted the cost estimates demonstrate that funding to make necessary repairs needed to be addressed. Mr. Wuellner told the Council staff would consider the options and return with a recommendation to Council in the coming weeks.

NEW BUSINESS

Motion by Council Member Abel, seconded by Council Member Schmidgall, that **THE RIVERFRONT MASTER PLANNING PROPOSAL FOR CONSULTING SERVICES WITH FARNSWORTH GROUP in the amount of \$22,500.00 be approved.** City Manager Joseph Wuellner advised the Council that the study for a development plan for the riverfront property would include verification of utilities and their placement/capacity. The scope of the project included a conceptual showing the best use for the area based on site restrictions such as existing structures, topography, utility locations. The information obtained would impact the City's ability to market an otherwise stagnant area for suitable sale and development. Tax Increment Financing (TIF) dollars would be used for funding the study. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Scott Jackson, 1410 Deray, announced tryouts would be held for the Artistic Theater's next dinner production March 1st. Mr. Jackson, a representative of Save West Campus, also informed the Council that the group met with Mr. Randy Price in regards to his plans to develop the West Campus structure.

Jim Mangan, 1200 Parkway Drive, told the Council that the City and staff had not done their job in reference to stating that the number of stays at local motels was not obtainable from the owners. He also stated he was not supportive of an \$11,000 dollar 2010 study that revealed no new hotels were needed in Pekin. He referred to Ordinance No. 2024 and the provisions he interpreted as the City had the authority to demand that information.

Attorney Dancey informed Mr. Mangan that he misconstrued information. Council Member Schmidgall read the provisions from the stated ordinance and felt the language was intended for the collection of hotel/motel tax imposed. He felt the language was intended for the collection of the hotel/motel tax paid and not for tourism statistical information of number of stays.

No further business to come before the Council, motion by Council Member Schmidgall, seconded by Council Member McCabe to adjourn. Mayor Barra called the meeting adjourned.

COUNCIL ADJOURNED AT 6:30 P.M.

Sue E. McMillan
City Clerk

BUILDING DEPARTMENT YEAR END ACCUMULATIVE REPORT
INSPECTIONS & ZONING
'2012

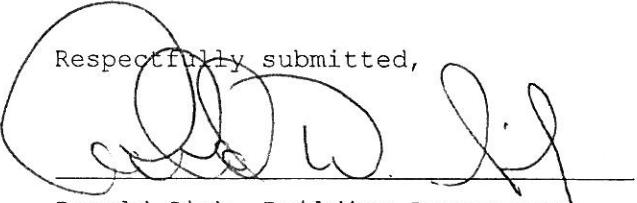
	PERMITS	VALUE	FEEES
BUILDING DEPT	582	\$34,901,923.00	\$ 56,744.85
ELECTRIC DEPT	251	\$ 201,064.00	\$ 10,058.50
HVAC DEPT	350	\$ 1,200,802.00	\$ 17,508.00
PLUMBING DEPT	415		\$ 11,931.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	27		\$ 540.00
SEWER PERMITS	104		\$ 5,900.00
SEWER TAP RES	26		\$ 41,600.00
SEWER TAP COMM	2		\$ 4,000.00
DEPARTMENT TOTAL	1,757	\$36,303,789.00	\$ 148,283.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 1,015

TOTAL RESIDENTIAL DEMOLITION - 12 (1 BEING THE REMOVAL OF A COLLASPED GARAGE)

TOTAL COMMERCIAL DEMOLITION - 6

Respectfully submitted,



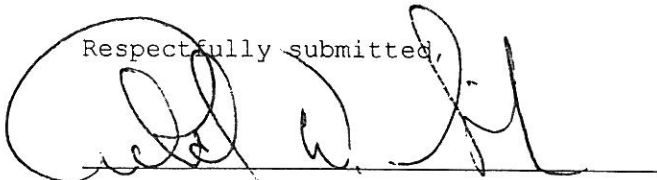
Ronald Sieh, Building Department

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
December '2012

	PERMITS	VALUE	FEEs
BUILDING DEPT	31	\$ 698,981.00	\$ 13,750.00
ELECTRIC DEPT	8	\$.00	\$ 332.00
HVAC DEPT	30	\$ 80,150.00	\$ 3,130.00
PLUMBING DEPT	31		\$ 771.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	5		\$ 100.00
SEWER PERMITS	11		\$ 605.00
SEWER TAP RES	5		\$ 8,000.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	121	\$ 779,131.00	\$ 26,688.00

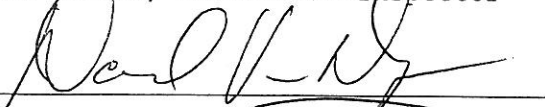
TOTAL CODE ENFORCEMENT COMPLAINTS - 24

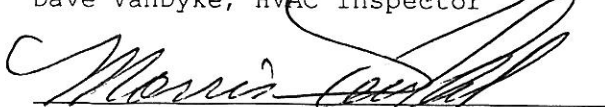
Respectfully submitted,

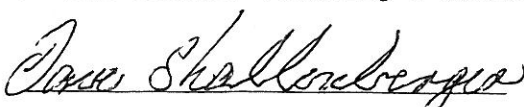


Ronald Sieh, Building Inspector


Mark Reeder, Electrical Inspector


Dave VanDyke, HVAC Inspector


Morris Sunkel, Plumbing & Sewer Inspector

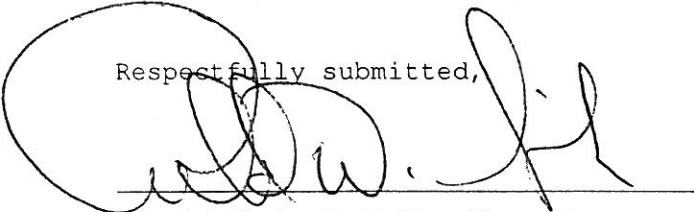

Dave Shallenberger, Deputy Code Enforcement Officer

BUILDING DEPARTMENT REPORTS
INSPECTIONS & ZONING
November '2012

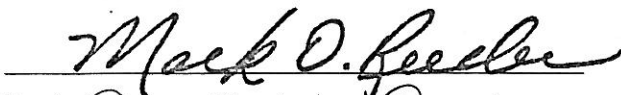
	PERMITS	VALUE	FEEES
BUILDING DEPT	38	\$ 1,942,289.00	\$ 2,582.00
ELECTRIC DEPT	15	\$ 8,800.00	\$ 759.00
HVAC DEPT	28	\$ 72,350.00	\$ 700.00
PLUMBING DEPT	34		\$ 954.00
STORM SEWER PERMITS	0		\$.00
STORM WATER PERMITS	2		\$ 40.00
SEWER PERMITS	8		\$ 440.00
SEWER TAP RES	2		\$ 3,200.00
SEWER TAP COMM	0		\$.00
DEPARTMENT TOTAL	127	\$ 2,023,439.00	\$ 8,675.00

TOTAL CODE ENFORCEMENT COMPLAINTS - 31

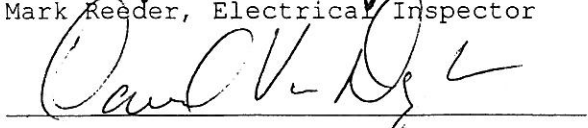
Respectfully submitted,



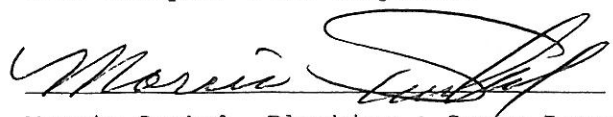
Ronald Sieh, Building Inspector



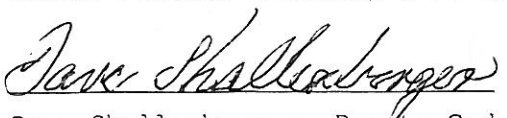
Mark Reeder, Electrical Inspector



Dave VanDyke, HVAC Inspector



Morris Sunkel, Plumbing & Sewer Inspector



Dave Shallenberger, Deputy Code Enforcement Officer

BIDDING REPORT 2012

MONTH	1	2	3	4	5	6	7	8	9	BIDDING PERMITS
	DWELLINGS	GARAGES	MULTIFAMILY	COMMERCIAL	COMMERCIAL REMODELING	RESIDENTIAL REMODELING	MISC.	RESIDENTIAL DEMOLITIONS	COMMERCIAL DEMOLITIONS	BIDDING DOLLARS
JANUARY	2.00	\$129,525			9.00	\$20,678,744	2.00	\$2,600	2.00	\$21,055,769
FEBRUARY		2.00	\$27,000		6.00	\$187,923	6.00	\$14,172		\$502,120
MARCH	2.00	\$409,853			11.00	\$181,220	22.00	\$50,040	1.00	\$261,211
APRIL	2.00	\$129,060		1.00	\$24,000	3.00	\$36,914	27.00		\$1,086,764
MAY	4.00	\$773,874			7.00	\$82,150	34.00	\$55,650	1.00	\$1,111,846
JUNE	1.00	\$501,412		1.00	\$12,000	10.00	\$165,429	2.00		\$1,250,848
TOTAL 6 MO.	13.00	\$1,842,312	0.00	2.00	\$24,000 - 46.00	\$20,969,848	128.00	\$158,700	6.00	\$25,286,439
JULY	3.00	\$560,120		1.00	\$1,773,466	4.00	\$54,800	21.00		\$2,805,181
AUGUST		4.00	\$21,095	1.00	\$198,078	11.00	\$2,070,700	18.00		\$2,647,657
SEPTEMBER		4.00	\$55,000		4.00	\$105,820	29.00	\$10,625		\$157,931
OCTOBER	3.00	\$266,619			12.00	\$121,894	15.00	\$17,226	1.00	\$661,122
NOVEMBER	2.00	\$168,780		4	\$244,416	6.00	\$1,199,467	12.00		\$1,942,289
DECEMBER	1.00	\$220,075			7.00	\$249,000	11.00	\$187,105		\$698,981
TOTAL 6 MO.	8.00	\$1,195,519	4.00	\$244,416	44.00	\$1,894,181	106.00	\$302,529	4.00	\$5,113,163
YEAR	21	\$3,037,831	4.00	\$244,416	90.00	\$24,773,229	234.00	\$561,229	10.00	\$34,999,602

BUILDING REPORT 2012

BUILDING REPORT 2022														
MONTH	DWELLINGS	GARAGES	MULTIFAMILY	COMMERCIAL	COMMERCIAL REMODELING	RESIDENTIAL REMODELING	MISC.	RESIDENTIAL DEMOLITIONS	COMMERCIAL DEMOLITIONS	BUILDING DOLLARS	BUILDING PERMITS			
	1	2	3	4	5	6	7	8	9					
JANUARY	2.00	\$329,525			9.00	\$30,678,744	5.00	\$44,000	2.00	\$2,600	\$0	\$21,055,760	22.00	
FEBRUARY					6.00	\$387,923	8.00	\$71,225		\$0		\$503,320	23.00	
MARCH	2.00	\$409,853			11.00	\$181,220	16.00	\$120,100	22.00	\$50,040	\$0	\$261,213	\$2.00	
APRIL	2.00	\$329,060			3.00	\$26,314	27.00	\$604,860	31.00	\$50,410		\$1,086,764	68.00	
MAY	4.00	\$373,874			7.00	\$82,150	18.00	\$165,692	34.00	\$55,640	\$0	\$1,131,846	70.00	
JUNE	1.00	\$501,412			1.00	\$12,000	10.00	\$102,420	16.00	\$291,400	2.00	\$0	\$1,250,848	66.00
TOTAL 6 MO. \$1,842,312 13.00 \$105,979 0.00 \$0 2.00 \$24,000 46.00 \$20,969,848 90.00 \$935,553 128.00 \$158,700 6.00 \$0 \$25,286,439 278.00														
JULY	3.00	\$560,120			1.00	\$1,773,466	4.00	\$54,800	21.00	\$341,138		\$0	\$2,805,181	51.00
AUGUST	4.00	\$33,095			1.00	\$398,038	11.00	\$2,070,700	18.00	\$123,870	1.00	\$0	\$2,647,657	57.00
SEPTEMBER	4.00	\$55,000			4.00	\$105,320	12.00	\$146,488	29.00	\$50,625		\$0	\$357,933	40.00
OCTOBER	3.00	\$266,619			12.00	\$123,894	17.00	\$191,388	15.00	\$17,226	1.00	\$0	\$661,122	55.00
NOVEMBER	2.00	\$368,780			6.00	\$1,199,967	12.00	\$38,100	12.00	\$22,826		\$0	\$1,942,289	38.00
DECEMBER												\$0	0.00	
TOTAL 6 MO. \$1,195,519 19.00 \$196,690 4.00 \$244,416 2.00 \$2,171,504 37.00 \$355,181 80.00 \$891,144 97.00 \$159,728 2.00 \$0 \$2,714,112 250.00														
YEAR	21	\$3,037,831	32.00	\$307,669	4.00	\$244,416	4.00	\$2,195,504	83.00	\$24,524,239	170.00	\$1,826,697	\$33,298,621	\$28.00

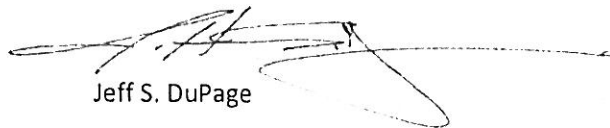
November 13, 2012

Jeff S. DuPage
211 Hemlock St.
Pekin, IL 61554
309-241-7320
jsduper34@yahoo.com

Dear Mayor Barra ,

I would like to inform you that I am resigning from my position on the City Planning Commission effective immediately, and would like to thank you for the opportunity of serving. If I can be of any help in the future please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff S. DuPage', with a long horizontal flourish extending to the right.

Jeff S. DuPage

WHEREAS, Young Authors is a District-wide program and in its twenty-seventh year in our Pekin Elementary Schools, District No. 108; and

WHEREAS, over 3400 students, kindergarten through eighth grade, have an opportunity to participate and to write their own books; and

WHEREAS, this program entails teachers using District writing assignments and helping students turn those assignments into books, illustrated, laminated, and bound, to give each student a lasting memento; and

WHEREAS, 150 District representatives were chosen for the Young Authors District Conference which is being held in the auditorium at Wilson Intermediate School on Thursday, March 11, 2013, with the children's books on display; and

WHEREAS, six representatives will be selected to represent District 108 at the State Young Authors Conference at Illinois State University on Saturday, May 18, 2013.

WHEREAS, the staff and parents of District 108 deserve recognition for their many hours of direction and encouragement;

NOW, THEREFORE, BE IT RESOLVED that I, Laurie L. Barra, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the week of March 11th to be

"YOUNG AUTHORS WEEK"

in the City of Pekin, Tazewell County, Illinois, and ask the citizens of our community to join in paying special recognition to all of our young writers of today.

ADOPTED, this 11th day of February, in the Year of Our Lord, Two Thousand and Thirteen.

LAURIE L. BARRA
Mayor

ATTEST:

SUE E. MCMILLAN
City Clerk



COUNCIL INFORMATION

To: Mayor and City Council

From: Darin W. Girdler, Assistant City Manager

RE: SSIPC TIF

Date: January 25, 2013

The County found a parcel included in the SSIPC TIF that was not in our corporate boundaries (basically a section of railroad right-of-way). The attached ordinance corrects this for purposes of the boundary of the SSIPC TIF.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

CC: City Manager and City Attorney

ORDINANCE No. _____

**AN ORDINANCE AMENDING THE TAX INCREMENT FINANCING (TIF)
REDEVELOPMENT PROJECT AREA BOUNDARY FOR THE
SOUTH INDUSTRIAL PARK CONSERVATION AREA**

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., (the "Act"), the City of Pekin (the "City") did on October 22, 2012 adopt Ordinance No. 2668-12/13 approving the Tax Increment Redevelopment Plan and Redevelopment Project for a specific area legally described therein as the South Industrial Park Conservation Area (the "Project Area"); and

WHEREAS, pursuant to the Act, the City did on October 22, 2012 adopt Ordinance No. 2669-12/13, which designated a specific area legally described therein as a redevelopment project area and constitutes the Project Area; and

WHEREAS, pursuant to the Act, the City did on October 22, 2012 adopt Ordinance No. 2670-12/13 adopting tax increment financing ("TIF"), by which the City adopted all of the benefits of the Act for the Project Area legally described Ordinance No. 2669-12/13; and

WHEREAS, since the adoption of the aforementioned ordinances, it was discovered that a small section of railroad right of way that was included in the Project Area is not within the corporate limits of the City; and

WHEREAS, because the subject right of way is not in the City or subject to an annexation agreement, it cannot be included in the Project Area and needs to be removed therefrom; and

WHEREAS, removal of subject right of way (PIN 10-10-09-200-008) from the Project Area would not materially alter the proposals and objectives of the Redevelopment Plan; and

WHEREAS, the Act, Section 11-74.4-5(c), provides that a redevelopment plan and redevelopment project area may be amended, provided that changes which do not:

- (1) add additional parcels of property to the proposed redevelopment project area;
- (2) substantially affect the general land uses proposed in the redevelopment plan;

- (3) substantially change the nature of the redevelopment project;
- (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted;
- (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or,
- (6) increase the number of low or very low income households to be displaced from the redevelopment project area, provided that measured from the time of creation of the redevelopment project area the total displacement of the households will exceed 10,

may be made without further public hearing, and related notices and procedures including the convening of a joint review board as set forth in Section 11-74.4-6 of the Act, provided that the City shall give notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, provided for under Section 11-74.4-4.2, and by publication in a newspaper of general circulation within the affected taxing districts. Such notice by mail and by publication shall each occur not later than 10 days following the adoption by ordinance of such changes; and

WHEREAS, the removal of property from the Project Area does not fall within any of the changes described above.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of Pekin, Illinois, as follows:

Section 1. The recitals contained in the Preambles are incorporated in this Ordinance as if fully restated herein.

Section 2. The boundary of South Industrial Park Conservation Area shall be as originally described by Ordinance No. 2669-12/13 shall amended to exclude the subject right of way (PIN 10-10-09-200-008), more particularly described as follows:

**LEGAL DESCRIPTION OF PROPERTY TO BE REMOVED
FROM SOUTH INDUSTRIAL PARK CONSERVATION AREA:**

Being in part of the NE $\frac{1}{4}$ of Section 9, and part of the SE $\frac{1}{4}$ of Section 4, all in the T24N, R5W, third principal meridian, Tazewell County, Illinois further described as follows:

Commencing at a concrete monument marking the northeast corner of the NE $\frac{1}{4}$ of said section 9.

Thence S. 89° 29' 23" W, (Bearings assumed for the purpose of description only) along the north line of the NE ¼ of said section 9, a distance of 2573.82 feet to an iron rod, said iron rod being at a point where the north line of said section 9 intersects the government meander line of the Illinois River, and also being the beginning of the parcel to be described;

Thence N. 46° 59' 22" E along the government meander line a distance of 115.07 feet, to an iron rod;

Thence south a distance of 184.06 feet, to an iron rod;

Thence S. 25° 38' 55" E, a distance of 371.85 feet to an iron rod on the north line of the Pekin River & Warehouse Terminal, Inc., property;

Thence S. 89° 27' 39" W. along said north line of the PR&WT Inc., a distance of 156.00 feet, to an iron rod that is 125.00 measured at right angles to the centerline of tracks of the Chicago & Northwestern RR;

Thence N. 20° 34' 24" W. parallel with the centerline of said tracks, a distance of 413.89 feet, to an iron rod;

Thence N. 45° 49' 14 E. a distance of 78.55 feet to the P.O.B., containing 1.44 acres more. Or less.

Subject to an easement granted to the Central Ill. Light Co., being 50 feet of even width along the westerly side of the above described tract, as recorded in Deed Book 1033 page 331, T.C.R.O.

Section 3. The TIF Redevelopment Plan for South Industrial Park Conservation Area is amended to remove the property described above from the boundary map, boundary description, PIN list, and parcel identification map, all of which are contained in the Plan as exhibits or attachments thereto.

Section 4. The City Clerk is hereby directed, within 10 days form the date of passage and approval, to forward a Copy of this Ordinance by mail to each affected taxing district and registrant on the interested parties registry and publish a copy in the _____, a newspaper of general circulation within the affected taxing districts.

Section 5. This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

ADOPTED this _____ day of _____, 2013, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2013:

By: _____
Laurie Barra, Mayor

ATTEST:

By: _____
Sue McMillan, City Clerk



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Hanson Professional Services Inc. for the Engineering Design and Oversight of the Rehabilitation of the Western Portion of the GA ramp at the Pekin Municipal Airport

AGENDA DATE REQUESTED: February 11, 2013

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services Inc for the design and additional support for the pavement rehabilitation of the western portion of the General Aviation Ramp in the amount of \$43,509.00

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Services Inc. to provide the necessary preliminary design, final design engineering and the necessary construction support for the rehabilitation of the western portion of the GA ramp at the Pekin Municipal Airport. This portion of the ramp is the lowest rated pavement at the airport and needs to be rehabilitated. This project is broken up into two phases which will be constructed simultaneously through the use of the both the airports entitlement funding in the Airport Improvement Program and from the State in the Illinois Department of Transportation State Local Program. With these funding sources the cost of the Engineering gets incorporated into the total cost of the project which includes construction and then the City is reimbursed for 90% of the cost.

I recommend this agreement be approved

FINANCIAL IMPACT: \$43,509 of Airport Funds in which will 90% will get reimbursed

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The design and specifications for new fuel dispensers will be completed

IMPACT IF DENIED: The design will not be completed and no AIP project will take place at the airport this year

ALTERNATIVES: none

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	2/1/13
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager:	
Date:	

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

- ☒ Preliminary Assessment and Schematic Design ☐ Construction Phase Services
☒ Design Phase Services ☒ Planning and Special Services

THIS AGREEMENT, made at Pekin Illinois,
this _____ day of _____ in the year _____
by and between the City of Pekin (hereinafter referred
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the
"Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a
public air navigation facility known as the Pekin Municipal Airport
in Tazewell County, state of Illinois; and the project shall be identified as the
Illinois Project No. C15-4264 and AIP Project No. 3-17-0078-B14. ;
The following is the detailed project title and description from the Illinois Department of Transportation's
Office of Planning and Programming (OP&P) program letter which shall be carried through the
development of the project (attach supplemental information as necessary in Section I.H., Detailed Scope
of Services):

Rehabilitate the west apron

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the
respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional
engineering services enumerated herein-after, in connection with the implementation and development of
the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to *"regulate and supervise aeronautics within this state"*, with *"aeronautics"* defined as *"...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports..."*. The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less

than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. **SHOP DRAWINGS**

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. **SUPPLEMENTARY SKETCHES**

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. **RECORD DRAWINGS**

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. **MATERIALS CERTIFICATION**

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were

utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.

- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
 - v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
 - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
 - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. **FINAL INSPECTION**
Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. **SAFEGUARD THE SPONSOR**
Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. **OTHER ENGINEERING SERVICES**
Furnish other Engineering Services which may be required by the Sponsor, including surveys. Sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these

services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the “official notice-to-proceed” (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES (Attach/Insert here)

1. Prepare Construction Plans and Specifications for letting by the Illinois Department of Transportation (IDOT) in accordance with the requirements stated herein and the project description contained within this document, for a single IDOT letting. Additional lettings shall require additional scope and budget.
2. Project will include:
 - the removal and replacement of approximately 18,300 square yards of 2" of bituminous pavement
 - the removal and installation of aircraft tie-downs
 - earth shoulder adjustments to the areas adjacent to the pavement to be rehabilitated
 - pavement marking
3. Conduct a topographical survey.
4. Prepare a Categorical Exclusion Checklist to meet the requirement National Environmental Protection Act (NEPA) requirements for the project, as directed.
5. Attendance of a predesign meeting with the State and Sponsor.
6. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.
7. Assist the Airport as its Resident Project Representative in accordance with the requirements stated herein.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ \$16,474
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ \$3,171
total amount not to exceed \$ \$25,038
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ n/a
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ n/a
total amount not to exceed \$ _____
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ \$253
total amount not to exceed \$ \$1,997
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ n/a
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. TERMINATION

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. CHANGE IN CONSTRUCTION PLANS

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. HOLD HARMLESS

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify

and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the

Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the

aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The City Of Pekin hereby certifies that it
(Sponsor)

has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. of Springfield, IL has
(Consultant) (Location)

been selected to provide the engineering services required for the project on:

August 27, 2012

(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the _____ **Secretary** (title) and duly

authorized representative of the firm _____ **Hanson Professional Services Inc.**

whose address is **1525 South Sixth Street, Springfield, Illinois** and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation,

or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date

Sign Name

John P. Coombe

Print Name

Secretary

Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844717

This firm is doing business as a (please check one):

Individual

Partnership

 X Corporation"

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBEDirectory>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: Coombe-Bloxdorf

Subcontract Amount (\$): \$3,600

Prequalification Category	% of Work	DBE Certification
<u>Architecture</u>	<u>8.7</u>	<u>541370-Surveying</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST
(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION
(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR #91932-00.

V. EDUCATIONAL LOAN DEFAULT
(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE
(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. the penalties that may be imposed upon employees for drug violations.
- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Corporation)

The undersigned, being a duly authorized officer and the duly elected Secretary of

Hanson Professional Services Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

_____ day of _____, AD, 2013

Hanson Professional Services Inc.

Corporation

BY John P. Coombe, Secretary
Printed Name & Title

BY Jeffery T. Ball, Sr. Vice President
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____ hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Individual Consultants)

I, _____
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

____ day of _____, AD, 20____

BY _____

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or

if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use

on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Pekin, Illinois, this _____, 2013.
(city) (date) (year)

ATTEST:

(SEAL)

City of Pekin

(Sponsor Name)

(Federal Employee's Identification Number)

BY

Printed Name & Title

BY

Printed Name & Title

ATTEST:

(SEAL)

Hanson Professional Services Inc.

(Consultant Name)

37-0844717

(Federal Employee's Identification Number)

BY

John P. Coombe, Secretary

Printed Name & Title

BY

Jeffery T. Ball, Sr. Vice President

Printed Name & Title

LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u>	–	PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u>	–	DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u>	–	CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u>	–	PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u>	–	ENGINEERING REPORT (General Guidance)
<u>ATTACHMENT F</u>	–	RESIDENT ENGINEER'S DIARY (Standard Format)
<u>ATTACHMENT G</u>	–	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
<u>ATTACHMENT H</u>	–	LUMP SUM INVOICE (Standard Format)
<u>ATTACHMENT I</u>	–	EFFORT DETAIL BREAKDOWN (Standard Format)
<u>ATTACHMENT J</u>	–	TESTING SCHEDULE
<u>ATTACHMENT K</u>	–	TESTING RATES & COST SUMMARY
<u>ATTACHMENT L</u>	–	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
<u>ATTACHMENT M</u>	–	SUMMARY OF OVERHEAD AND INDIRECT COSTS
<u>ATTACHMENT N</u>	–	PROJECT CERTIFICATION
<u>ATTACHMENT O</u>	–	DBE FINAL DOCUMENTATION
<u>ATTACHMENT P</u>	–	PROJECT SKETCH
<u>ATTACHMENT Q</u>	–	PROJECT LETTING SCHEDULE
<u>ATTACHMENT R</u>	–	OP&P PROGRAM LETTER
<u>ATTACHMENT S</u>	–	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
<u>ATTACHMENT T</u>	–	CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
<u>ATTACHMENT U</u>	–	RETAINER AGREEMENT

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

Category

Amount (\$)

Estimated cost of total professional design phase services from TIP: \$ **\$47,000**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT A-1

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager	24	57.59	\$1382
Senior Project Engineer			
Senior Project Architect			
Project Engineer	58	42.67	\$2,475
Project Architect			
Senior Engineer			
Senior Architect			
Engineer			
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	8	32.38	\$259
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical			
Total	90 (hours)	\$45.73 (average)	\$4,116 (total direct salary costs) (ATTACHMENT A)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT B
DESIGN PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>\$7,675</u>	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>\$12,805</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>\$0</u>	
Meals/Per Diem ^{2,3}	<u>\$0</u>	
Transportation ²	<u>\$167</u>	
Materials & Supplies	<u>\$0</u>	
Printing	<u>\$50</u>	
CADD time ⁴	<u>\$1,170</u>	
Other Costs (excluding outside services)	<u> </u>	
4. <u>Fixed Payment</u> ⁵	<u>\$3,171</u>	
5. <u>Outside Services</u>	<u> </u>	
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	<u>\$25,038</u>
OR		
	Lump Sum	
	Total Amount Not to Exceed	<u> </u>

Estimated Construction Cost: \$ \$450,000 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1

DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager	28	57.59	\$1,612
Senior Project Engineer			
Senior Project Architect			
Project Engineer	92	42.67	\$3,926
Project Architect			
Senior Engineer			
Senior Architect			
Engineer			
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	66	32.38	\$2,137
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical			
Total	186 (hours)	\$41.26 (average)	\$7,675 (total direct salary costs) (ATTACHMENT B)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT C
CONSTRUCTION PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging ^{2,3}	_____
Meals/Per Diem ^{2,3}	_____
Transportation ²	_____
Materials & Supplies	_____
Printing	_____
CADD time ⁴	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> ⁵	_____
5. <u>Outside Services</u>	_____
Cost Plus Fixed Payment	
Total Amount Not to Exceed	_____

Estimated Number of Calendar Days: _____

Estimated Days of On-Site Resident Engineer Services: _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager		57.59	
Senior Project Engineer			
Senior Project Architect			
Project Engineer		42.67	
Resident Engineer			
Senior Engineer			
Senior Architect			
Engineer		31.55	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		32.38	
Engineering Technician		25.04	
Engineering Assistant			
CADD/Draftsman/Technician		25.04	
Clerical		24.05	
Total			
	(hours)	(average)	(total direct salary costs) (ATTACHMENT C)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT D
PLANNING AND SPECIAL SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>\$599</u>	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>\$1000</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u> </u>	
Meals/Per Diem ^{2,3}	<u> </u>	
Transportation ²	<u> </u>	
Materials & Supplies	<u>\$25</u>	
Printing	<u> </u>	
CADD time ⁴	<u>\$120</u>	
Other Costs (excluding outside services)	<u> </u>	
4. <u>Fixed Payment</u> ⁵	<u>\$253</u>	
5. <u>Outside Services</u>	<u> </u>	
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	<u>\$1,997</u>
OR		
	Lump Sum	
	Total Amount Not to Exceed	<u> </u>

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager		57.59	
Senior Project Engineer			
Senior Project Architect			
Project Engineer		42.67	
Project Architect			
Senior Engineer			
Senior Architect			
Engineer	8	31.55	\$252
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		32.38	
Engineering Technician		25.04	
Junior Engineer	14	\$24.77	\$347
CADD/Draftsman/Technician		25.04	
Clerical		24.05	
Total	22 (hours)	\$27.24 (average)	\$599 (total direct salary costs) (ATTACHMENT D)

*Classifications may be adjusted as per Consultant's work force.

ATTACHMENT E

ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Change Order - Wastewater Treatment Plant, Phase 2A

AGENDA DATE REQUESTED: February 11, 2013

ACTION REQUESTED: Approve Changer Order #4 for Phase 2A for the WWTP in the amount of \$99,415.00

DESCRIPTION: Phase 2A construction of the wastewater treatment plant commenced in November of 2011 with the construction of the new plant within the foot print of the existing plant. This change order includes additions for 9 items due to changes that were required once construction started with the field and building conditions verified and knowledge of the purchased equipment. Also modifications were needed to make sure that operation of the existing plant does not experience major interruptions. The largest change order had to due with needing to replace some existing material such has anchor blots, pipe supports, ect. in the 1964 Digester. These items could not be determine until the digester was taken off line and cleaned. Another large item had to due with the issues that arose when new equipment and reconfiguration of the use of pipes caused performance issues and needed to be address so that there is not continual interruption in the operation of the plant. The remainder of items in this change order had to do with modifications that were determined to be needed as new portion of the new plant were completed. Including this Change Order there will be \$160,912.00 remaining in the contingency balance and approximately 90% complete with this phase.

I would recommend that this change order the project so that we can keep the project construction on schedule.

FINANCIAL IMPACT: None to the existing budget because changes were anticipated in the project estimate

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Work will continue and the project stays on schedule to meet mandated completion date

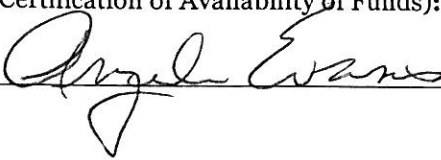
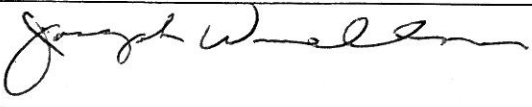
IMPACT IF DENIED: Work will be delayed which will cause failure to meet mandated completion date

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

☐ **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

☐ **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 1/31/13	
Finance Department (Certification of Availability of Funds):	
Date: 2-1-13 	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 2/1/13	

RFPs and Change Order Summary for Phase 2A

2/1/2013

RFP Number	Date	Description	Corresponding RFI/ESI	WBCI RFI/ESI Numbering	Transmittal Number	Proposal Received	Proposal Amount	Negotiated Amount	Change Order Number
1	11/18/2011	24" Sanitary North of Blower Bldg Ph 2A/2B Shift	none	001	19	11/21/11	\$27,585.00	\$27,585.00	1
1A	11/18/2011	Existing manhole replacement associated with RFP #1 24 in. SA relocate	none	001S		01/30/12	\$9,656.00	\$9,656.00	1
2	11/29/2011	Electrical power feed to the Operations Building	none		38	12/12/11	\$30,844.00	n/c	1
3	11/29/2011	DMDP Vault Changes - Elevated Decking Construction and Manhole Lid	RFI #004/ESI #004	003	40	12/23/11	\$3,315.00	\$3,315.00	1
4	11/29/2011	Temporary Primary Sludge Transfer Interconnect	RFI #005/ESI #003	004	41	12/12/11	\$2,258.00	\$2,258.00	1
5	12/12/2011	Residuals Building Sanitary Drain reroute and temp PW/NPW services	RFI #007	005	52	12/28/11	\$6,499.00	\$6,499.00	1
7	12/12/2011	Delete Handrail at Primary Clarifiers	none	007	57	2/1/2012	\$7,549.00	(\$7,549.00)	1
8	12/19/2011	Digester 2 Temporary Sludge discharge to lagoon	none	008	73	1/7/2012	(\$8,244.00)	(\$8,244.00)	1
9	1/11/2012	Sludge Drying Bldg. conduit adjusts for 2B Sludge Drying Canopy	ECO2-E03	009	110	1/31/2012	n/c	n/c	1
10	1/11/2012	Relocate existing NPW and C2 lines conflicting with Sludge/Blower Building Construction	none	010	111	1/31/2012	\$6,304.00	\$6,304.00	1
12	2/8/2012	Metal Wall Panel Change to Marquee-Lok	Shop Dwg 7412.01		260		\$659.00	\$659.00	1
		Total Change Order No. 1					\$71,327.00	\$40,483.00	
6R	12/12/2011	Temp Construction and operating power for North Primary Clarifier and Primary Sludge Pump	ECO2-02a to d	006	56	1/10/2012	\$34,003.00	\$16,283.00	2
11	2/2/2012	Station	ESI005 Reissue	ESI005	216		(\$1,285.00)	(\$1,285.00)	2
13	2/8/2012	Delete Electric Actuators from SG-1 (Qty 2)	ESI #010	ESI# 010	269	deleted	n/c	n/c	2
14	2/23/2012	HOA Switch Wiring	RFI#22	RFI #22	315		(\$7,161.00)	(\$7,161.00)	2
15	3/5/2012	Removing a 400amp feed from DMDP	-	15	347		(\$25,135.00)	(\$25,135.00)	2
16	3/23/2012	Architectural and Structural Changes at residuals walkway retaining wall (ESI 15)	-		445		\$4,238.00	\$4,238.00	2
17	3/26/2012	Digester Gas Safety Equipment/Pipe Clean Out; Electric Water Heater labor at Maintenance Shop	-		454		\$7,224.00	\$7,224.00	2
18/18R	3/27/2012	Residuals Building Slab adjustments	RFI #42	18	504	4/5/2012	\$3,097.00	\$3,097.00	2
19	4/5/2012	Flushing Hose Bib at Residuals Building to replace existing yard hydrant	RFI #42	RFI #42	508		\$1,600.00	\$1,600.00	2
20	4/9/2012	10" PS Pipe adjustments btwn S. Primary Clarifier and N. Primary Clarifier	ESI #016	ESI #016	512		(\$5,426.00)	(\$5,426.00)	2
21	4/11/2012	Duct Bank Revision from the Blower Bldg to the NPW Pump Sta	RFI #19 and #43	RFI #19 and #43	548		\$21,795.00	\$9,725.00	2
22/22R/22R2	4/12/2012	Residuals Building Supplemental Structural support for select large process equipment	hop 16521 & RFI #4	Shop 16511 & RFI #46	695		\$41,501.00	\$41,501.00	3
23R	4/18/2012	Exterior Lighting Change to Type C fixtures per shop drawing review comments	ESI #017 & RFI #045	ESI #017 & RFI #045	551		(\$300.00)	(\$300.00)	2
24	4/18/2012	Aeration basin Inlet Channel Actuator; MLSS sensor Power and Control conduit	Shop Dwg 16900	Shop Dwg 16900	593		\$9,204.00	\$9,204.00	2
25R	4/25/2012	Residuals Building PLC Additional I/O	Ph2B Add. #3	Ph2B Add. #3	590		\$5,625.00	\$5,625.00	2
26	4/25/2012	FRP Panel Upgrade (5/8 plywood vs. Gypsum) at Chlorine, Blower, and Residuals Bldg.			597		\$10,487.00	\$10,487.00	2
27	4/25/2012	Temp Reroute of control & power cable in conflict with the Secondary Drain MH	rectly from Contractor				\$36,450.00	\$29,403.00	2
30	5/9/2012	Undercut of the Aeration Basin					\$144,555.00	\$107,728.00	
28	5/2/2012	Additional veneer block and support beam at 66 digester abutment to Residuals Building	ESI #022	ESI #022	638		\$17,480.00	\$17,480.00	3
29R	7/23/2012	Concrete Patch and Piping Repairs at West 1936 digester	RFI #055	RFI #055	923		\$105,414.00	\$86,124.00	3
31	5/9/2012	Process Gate Installation Improvements at the Aeration Basins & Anaerobic/Anoxic Basins			674		\$7,966.00	\$5,247.00	3
32/32R/32R1	5/18/2012	Digester Gas Piping Revisions and Tunnel Piping Joint Restraints	ESI #032	ESI #032	847		\$80,968.00	\$80,867.00	3
33	5/25/2012	Residuals Building Hoist Beam Changes from ESI 032	RFI #065/#68R	RFI #065/#68R	793		\$15,771.00	\$15,771.00	3
34	6/5/2012	Secondary Digester Tunnel and Vault Electrical Modifications	RFI #081	RFI #081	826		\$15,225.00	\$15,225.00	3
35	6/20/2012	Add Cleanouts to the Contract			874		\$2,243.00	\$2,243.00	3
36	6/29/2012	Sludge Sample Taps in the Residuals Building			875		\$9,682.00	\$9,682.00	3
37	6/29/2012	Digester #2 Sludge Piping Revisions	Contractor Request		892		(\$31,425.00)	(\$31,425.00)	3
38	7/11/2012	GFI Outlet and Conduit Deduct	11204.02/ESI 040		902		\$5,581.00	\$5,581.00	3
39	7/12/2012	Sump Pump Additional Conduit					\$233,672.00	\$211,562.00	
		Total Change Order No. 3							
40	10/4/2012	Primary Clarifier Access Platform			1121		\$4,216.00	\$4,216.00	
41	10/3/2012	Pipe and Hatch Revisions at Digester 64 Internal			1123		\$38,733.00	\$38,733.00	
42	10/3/2012	Gas Venting Valves for Digester recirculation pumps			1124		\$13,757.00	\$13,757.00	
43	10/18/2012	Ceiling Access in the Residuals and Blower Buildings			1159		\$3,367.00	\$3,367.00	
44	10/30/2012	Temporary RAS Connection	RFI 111	RFI 111			\$18,727.84	\$17,676.00	

45	10/30/2012	Magnetic Flow Meter Changes				1184			\$6,540.00	\$6,540.00
46	11/9/2012	Plate Settler Platform Structural Modifications in the Residuals Building			RF1118/ES1051	1203			\$3,100.00	\$3,100.00
47	11/16/2012	Secondary Digester Tunnel Drain, Residuals Condensate Manhole Discharge							\$4,513.00	\$4,513.00
49	12/19/2012	Temporary Secondary Clarifier Construction Bypass and Transfer Fittings							\$10,350.00	\$7,513.00
		Total Change Order No.4							\$103,303.84	\$99,415.00
48	12/6/2012	Volclay Liner alternative for CSO Lagoon								
		Total Change Order No.5							\$0.00	\$0.00

% of Construction

Original Contract	\$20,670,000.00	
CO #1	\$40,483.00	0.20%
CO #2	\$107,728.00	0.52%
CO #3	\$211,562.00	1.02%
CO#4	\$99,415.00	0.48%
Total Change orders	\$459,188.00	2.22%
Current Contract	\$21,129,188.00	
Loan Contingency	\$620,100.00	3.00%
Remaining Loan Contingency	\$160,912.00	0.78%

ATTACHMENT #1

Change Order Items Summary and Justification

1. RFP #040: Access platform between the north primary clarifier bridge and the primary sludge pump station. This allows additional maintenance access between the two structures without first climbing down a ladder or walking down stairs. \$4,216.00
2. RFP #041R: Items determined after sandblasting and inspection of the 1964 Digester (Digester #1) internal components. It was determined that some existing materials (anchor bolts, plates, pipe supports, etc) are too corroded and require replacement. \$38,733.00
3. RFP #042: Provision of air release valves, venting and appurtenances in the Boiler/Heat Exchanger recirculation piping in the Residuals Building and Digester #2 Building. This will vent gas that collects in the piping between the Digester and the Boiler Heat Exchanger from causing performance and process operation disruption of the sludge recirculation pumps. \$13,757.00
4. RFP #043: Provision of access panels to the roof crawl space in the Residuals Building and the Sludge Pump/Blower Building similar to the access panel provided in the Phase 1 Headworks Building. These panels allow access for maintenance and inspection of materials above the FRP paneled ceilings. \$3,367.00
5. RFP #044: Provision of tie-in piping from the existing RAS pumps to the Phase 2A RAS piping. This allows RAS from the existing Secondary Clarifiers to be transferred to the Phase 2A Secondary Activated Sludge Aeration Basin. This tie-in is required for continued plant operation until the Phase 2B Secondary Clarifiers are constructed and operating. \$17,676.00
6. RFP #045: Provision of an additional electromagnetic flow meter in the residuals building. This RFP also includes credit for the size reduction of two flow meters as requested by the product manufacturer. \$6,540.00
7. RFP #046: The anchor points of the lamella plate settler access platform are in conflict with glass wall block. To avoid the glass wall block, supplemental supports are provided for anchor points that do not conflict with the glass wall block. \$3,100.00
8. RFP #047: The determination was made from site inspection that the existing Secondary Digester Tunnel drain discharged to a pipe below the tunnel. This pipe is removed from service due to the Phase 2A design. To provide drainage of the tunnel, the drain will be expanded and a sump pump will be installed to discharge to the surface. Additionally, this RFP includes revision of existing discharge piping from the Residuals Building Condensate manhole to a new location. The existing discharge location of the Residuals Building Condensate manhole has been taken out of service due to construction of Phase 2A. \$4,513.00
9. RFP #049R: This RFP is split between Phase 2A and Phase 2B as appropriate. Entire description listed here for clarity. Provision of pipe and fittings to allow flow to bypass either between the existing north secondary clarifier and package system or the existing FBOP clarifier. This provision provides a backup in case there are problems during the startup operation and inservice testing and calibration of the secondary activated sludge system. \$7,513.00

See attached RFP and Change Order Proposal Packets for additional details. See attached summary tabulation of costs.