



BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

THOMAS BERNS
EDWARD CLANCY
CHRISTOPHER BILLING
DONALD WAUTHIER

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MICHAEL BERNS
OF COUNSEL

January 23, 2012

Champaign County Board
c/o Mr. Alan Reinhart
1776 East Washington Street
Urbana, Illinois 61802

**RE: CONTRACT EXTENSION FOR PROFESSIONAL SERVICES
STORM WATER MANAGEMENT IMPROVEMENTS
CHAMPAIGN COUNTY EAST CAMPUS NORTHERN WATERSHED
URBANA, CHAMPAIGN COUNTY, ILLINOIS**

Ladies and Gentlemen of the Champaign County Board;

On January 10, 2012 the Champaign County Board "Committee of the Whole" voted to recommend to the "full" Champaign County Board that the "Storm Sewer Approach" be selected to provide the storm water management and storm water flood control needs at the Champaign County East Campus Northern Watersheds. This action documents the conclusion of the first phase of staged Professional Services that began with our initial proposal dated May 3, 2011 that covered three (3) initial service tasks. This contract extension includes the remaining Professional Design and Construction Phase Services necessary to bring this project to fruition.

As directed, we studied alternative approaches to mitigate the on-site storm water flooding and off-site runoff as a part of our first phase of work. The approach selected is to extend a corrugated metal pipe arch storm sewer across the northern edge of the site to connect the Art Bartell Drive area with the existing Champaign County Storm Water Detention Basins to the west. This project will also include storm sewer extensions southwardly to drain existing low areas south of the ILEAS building. This storm drainage connection would complete: concept planning for storm water management identified more than 10 years ago; detailed planning of this storm water connection 6 years ago; and an initial stage of construction 5 years ago.

Construction of this stormwater drainage connection is intended to relieve the requirement for storm water detention related to the recent County Storage Building project as well as future contemplated developments within the northern and eastern portions of the Champaign County East Campus site.

4605-49

As a part of the New Highway Department / Fleet Maintenance project and ILEAS Renovation project, approximately 100 feet of a 6 foot by 4 foot pre-cast concrete box culvert was extended easterly past the Fleet Maintenance entrance from Main Street. The continued extension that is currently contemplated would involve roughly another 625 foot extension of a structural steel corrugated metal pipe arch storm sewer plus miscellaneous storm sewer connections in the area of Art Bartell Drive (see attached exhibit). Construction costs for this project are currently estimated to be in the range of \$400,000 (attached).

SCOPE OF SERVICES

Professional services will be provided as described in various tasks. Initial tasks have been performed as a part of first phase of services. Continuing tasks are outlined as follows. Tasks noted as "Additional Services" are required or recommended for this project, but one not "standard" or "basic" services as typically included in General Service Administration or Capital Development Board Project formulation. We describe these tasks as follows:

TASK 1 – UPDATE EXISTING SURVEY (Additional Services)

Completed as a part of Phase 1 Services.

TASK 2 – STORM WATER MANAGEMENT ANALYSIS (Additional Services)

Completed as a part of Phase 1 Services.

TASK 3 – PRELIMINARY DESIGNS AND COST ESTIMATES

Completed as a part of Phase 1 Services. This prepared design concepts and construction cost estimates for two (2) options and for a "Hybrid" concept.

TASK 4 – FINAL DESIGN AND CONSTRUCTION DOCUMENTS

Based on any review comments received on the Preliminary Design documents, we will complete the design and prepare plan and specification documents necessary for the bidding and construction of the improvements. One (1) preliminary set of documents will be provided for review at about the 90% level of completion and the documents will be finalized based on any comments received. A final estimate of probable construction costs will be provided. Specific efforts include:

1. Meet with Champaign County staff or representatives to confirm details of the project, schedules and constraints prior to starting work, and to address specific Best Management Practices aspects of this project.
2. Complete final design calculations as necessary.
3. Coordinate design details with steel pipe manufacturers and suppliers.
4. Prepare plan sheet documents.
5. Prepare profiles and cross sections
6. Prepare standard detail and note sheets.
7. Prepare construction site erosion control plan.
8. Prepare specifications.
9. Submit documents at 90% for review.
10. Revise documents based on comments received.
11. Prepare final Engineer's Opinion of Probable Construction Costs.
12. Review of all work by a Principal of the Firm.

Tom Berns	8 hours at \$130 per hour.....	\$ 1,040
Chris Billing.....	24 hours at \$102 per hour.....	\$ 2,448
Roger Meyer	50 hours at \$ 86 per hour.....	\$ 4,300
Kevin Endres	70 hours at \$ 69 per hour.....	\$ 4,830
Brandi Katrein.....	40 hours at \$ 54 per hour.....	\$ 2,130
		<u>\$ 14,800</u>
Miscellaneous Expenses		\$ 1,000
Total Task 4 – Final Design.....		\$ 15,800

**TASK 5 – SUBMITTALS TO CITY OF URBANA
(Additional Services)**

A permit submittal will be required to the City of Urbana to verify compliance with the previous Storm Water Management Plan approved by the City. Additional analysis and modeling is not expected and is not included in this task. Specific efforts include:

1. Summarize project and any changes from the approved July 25, 2006 Storm Water Management Plan.
2. Submit summary and final documents to City of Urbana for construction permit approval.
3. Respond to any questions of the City of Urbana.
4. Review of all work by a Principal of the Firm.

Tom Berns	1 hours at \$130 per hour.....	\$ 130
Chris Billing.....	4 hours at \$102 per hour.....	\$ 408
Roger Meyer	8 hours at \$ 86 per hour.....	\$ 688
Kevin Endres	2 hours at \$ 69 per hour.....	\$ 138
Brandi Katrein	4 hours at \$ 54 per hour.....	\$ 216
		\$ 1,600
Miscellaneous Expenses		\$ 200
Total Task 5 – Submittals to City of Urbana		\$ 1,800

TASK 6 – STORM WATER POLLUTION PREVENTION PLAN
(Additional Services)

As an area to be disturbed is expected to be greater than 1 acre, a **Storm Water Pollution Prevention Plan (SWPPP)** will be required for this project. A copy must be present on site during construction and maintained by the contractor. We will coordinate with Champaign County staff as the County is an “**MS4**” agency and prepare an appropriate **SWPPP** document. This is a relatively new permit requirement by the State of Illinois. Specific efforts include:

1. Coordinate “**MS4**” requirements with Champaign County staff.
2. Prepare **SWPPP** document for the project and submit for review to Champaign County.
3. Prepare copies for signature by owner and contractor.
4. Forward Copies to City of Urbana and IEPA.
5. Contractor shall provide inspections required during the construction period.
6. NPDES permit fees shall be paid by Champaign County.

Chris Billing	2 hours at \$102 per hour	\$	204
Roger Meyer	6 hours at \$ 86 per hour	\$	516
Kevin Endres	4 hours at \$ 69 per hour	\$	276
Brandi Katrein	8 hours at \$ 54 per hour	\$	432
		\$	1,400
Miscellaneous Expenses		\$	200
Total Task 6 – Storm Water Pollution Prevention Plan.....		\$	1,600

TASK 7 – BIDDING

On behalf of the County, we will advertise the work and take public bids and review the bids received. We will provide a recommendation for award to Champaign County and prepare contracts and award documents. Specific efforts include:

1. Coordinate bidding activities and procedures with Champaign County. Use of electronic media transfer will be discussed and implemented if practical.
2. Prepare and place public bid advertisements.
3. Prepare document copies for bidding.
4. Distribute documents to plan rooms and bidders.
5. Answer questions of bidders / issue addenda.
6. Conduct a pre-bid conference or meeting to be arranged with County staff and host a site visit as a part of the meeting. Distribute minutes to attendees.
7. Appear at bid opening with County staff.
8. Analyze bids with County staff and make award recommendations.
9. Prepare contract documents for execution.
10. Champaign County to pay advertising fees directly.
11. Cost of documents will cover reproduction.
12. Review of all work by a Principal of the Firm.

Tom Berns	1 hours at \$130 per hour	\$ 130
Chris Billing	8 hours at \$102 per hour	\$ 816
Roger Meyer	24 hours at \$ 86 per hour	\$ 2,064
Kevin Endres	4 hours at \$ 69 per hour	\$ 276
Brandi Katrein	12 hours at \$ 54 per hour	\$ 648
		\$ 3,900
Miscellaneous Expenses		\$ 200
Total Task 7 – Bidding		\$ 4,100

TASK 8 – CONSTRUCTION PHASE ADMINISTRATION

We will assist Champaign County throughout construction with standard project administration services that include review of shop drawings, monthly progress meetings, review of pay requests, response to questions and preparation of status reports. This **Task 8** does not include construction layout (which will be a requirement of the Contractor) or on-site construction observation which we recommend and identify as a separate task. Specific efforts include:

1. Attend pre-construction meeting and monthly progress meetings.
2. Review shop drawing submittals.
3. Review pay requests.
4. Respond to questions.
5. Review compaction and material test reports for compliance with project requirements. The contractor will be designated the responsibility for coordinating and paying for the testing.
6. Perform final inspections and prepare punch list.
7. Review of final completion submittals
8. Issue final reports.
9. Review "As-Built" information submitted by the Contractor, update drawings to reflect the "As-Built" data and provide an electronic file to Champaign County for record keeping.
10. Review of work by a Principal of the Firm.

Tom Berns	6 hours at \$130 per hour	\$ 780
Chris Billing	30 hours at \$102 per hour	\$ 3,060
Roger Meyer	60 hours at \$ 86 per hour	\$ 5,160
Kevin Endres	8 hours at \$ 69 per hour	\$ 552
Brandi Katrein	20 hours at \$ 54 per hour	<u>\$ 1,080</u>
		\$ 10,600

Miscellaneous Expenses \$ 600

Total Task 8 – Construction Phase Administration \$ 11,100

**TASK 9 – CONSTRUCTION OBSERVATION
(Additional Services)**

This **Task 9** is recommended but may optionally be provided fully or partially by Champaign County Facilities or Champaign County Highway Department staff if available. We recommend a construction observer be available on-site when all work of a critical nature is undertaken. We generally recommend construction observation on the order of 75% of the time to full time as necessary while the Contractor is performing critical construction activities. The observer will be on site to provide greater assurance that the work of the Contractor meets the requirements of the plans and specifications.

Due to the cost for on-site representation however, we can adjust the level of observation to meet your comfort level and needs as you can augment this representation with staff that may be provided by Champaign County.

To calculate a budget for our on-site construction observation services, we suggest 20 hours for four (4) weeks of the most critical activities spread throughout the construction period. You may treat this as a budget allowance for which we would bill on an hourly basis. You may elect to adjust this allocated time, or delete this task all together if you do not desire it.

Construction Observer –	
Roger Meyer or Josh Baird	80 hours at \$ 54 per hour\$ 4,300
Miscellaneous Expenses	<u>\$ 200</u>
Total Task 9 – Construction Observation	\$ 4,500

SUMMARY

	Fees	Expenses	Total
Task 1 – Update Existing Survey – Completed	-----	-----	-----
Task 2 – Storm Water Management Analysis – Completed	-----	-----	-----
Task 3 – Preliminary Designs and Cost Estimates – Completed	-----	-----	-----
Task 4 – Final Design and Construction Documents	\$ 14,800	\$ 1,000	\$ 15,800
Task 5 – Submittals to City of Urbana	\$ 1,600	\$ 200	\$ 1,800
Task 6 – Storm Water Pollution Prevention Plan	\$ 1,400	\$ 200	\$ 1,600
Task 7 – Bidding	\$ 3,900	\$ 200	\$ 4,100
Task 8 – Construction Phase Administration	\$ 10,600	\$ 500	\$ 11,100
Task 9 – Construction Observation	<u>\$ 4,300</u>	<u>\$ 200</u>	<u>\$ 4,500</u>
Total	\$ 36,600	\$ 2,300	\$ 38,900

STANDARD FEE SCHEDULE

The attached Standard Fee Schedule for Professional Services dated May 1, 2011 shall remain in effect through the course of this contract extension.

PERSONNEL

We propose to provide qualified personnel during all phases of our survey and engineering work. We propose that the project will be under the direct personal supervision and control of the Professional Engineer / Land Surveyor / Principals of the firm.

Thomas Berns, P.E., L.S., will be in charge of the project with regard to Communications and Quality Assurance and Quality Control reviews.

Edward Clancy, P.E., L.S., will be in charge of any additional survey efforts and design method review.

Chris Billing, P.E. will be Project Manager and guide the work of design engineers, technicians, and other staff on the team during the design and construction phases of the project.

Ted Gray, P.E., C.F.M., C.P.E.S.C., of Living Waters Consultants will provide his experience and expertise to assist in storm water Best Management Practice applications to this project when they can be implemented. He will provide: input during the design phase of the project regarding appropriate natural landscaping applications in this project; construction cost estimating services for the preparation of materials to present to Champaign County; and construction phase services.

Individuals who may appear on site to review the work of the Contractor when requested will be Joshua Baird and / or Roger Meyer or in the event of emergencies will be Thomas Berns and / or Chris Billing. In the event of emergencies or problems where others, such as a survey crew, may be advantageous, or for routine construction observation, these individuals will be cleared with Champaign County in advance of their appearance.

SCHEDULES / SUBMITTALS

Services will commence and be provided to meet your schedule which will be worked out with you at the beginning of this project. We propose to perform the above Professional Services for the exclusive benefit of and at the specific direction of **Mr. Alan Reinhart** or your authorized representative.

We proposed the following preliminary schedule for your initial consideration and look forward to reviewing it with you. In proposing this schedule, we assume contract authorization at the January 24, 2012 County Board meeting.

Task 4 – Final Design and Construction Documents

Duration 4 weeks. Start February 1 – end February 29.

Task 5 – Submittals to City of Urbana

Duration 3 weeks for review / approval. Start March 1 – end March 23.

Task 6 – Storm Water Pollution Prevention Plan

Duration 4 weeks for review / approval. Start March 1 – end March 30.

Task 7 – Bidding

Duration 4 weeks to advertise and bid. Start March 23 – end April 23.

Task 8 – Construction Phase Administration

Duration 10 weeks. Start May 7 – end July 13.

Task 9 – Construction Observation

Periodic during construction. Start May 7 – end July 13.

AUTHORIZATION

We appreciate this opportunity to submit this proposal to you and we look forward to hearing from you in the near future. This proposal is valid for thirty (30) days from this date. After that period it is subject to review and renegotiation. **We are prepared to expand or contract the scope of services and the resultant fees and expenses outlined above to suit your requirements.** If you find the above proposal acceptable, please sign in the space provided below and return a complete copy of this proposal to us as our formal authorization to proceed. If you have any question or comment, please contact us at any time. **Thank you.**

Task 1 – Update Existing Survey – Completed

Task 2 – Storm Water Management Analysis – Completed

Task 3 – Preliminary Designs and Cost Estimates – Completed

Task 4 – Final Design and Construction Documents

Task 5 – Submittals to City of Urbana

Task 6 – Bidding

Task 7 – Construction Phase Administration

Task 8 – Construction Observation

Task 9 – Storm Water Pollution Prevention Plan

APPROVED:



Signature
C. Pius Werbel, chair
1/27/12

Date

Sincerely,
BERNS, CLANCY AND ASSOCIATES, P.C.



Thomas B. Berns, P.E., L.S., President



BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

May 1, 2011

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EDWARD CLANCY
CHRISTOPHER BILLING
DONALD WAUTHIER

ROGER MEYER
DAN ROTHERMEL
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OF COUNSEL

**STANDARD FEE SCHEDULE FOR PROFESSIONAL
ENGINEERING, SURVEYING, AND PLANNING SERVICES**

HOURLY RATE

PRINCIPAL OF FIRM, PREPARATION & TESTIMONY AS EXPERT WITNESS.....	\$200
PRINCIPAL OF FIRM, ENGINEER, SURVEYOR OR PLANNER GRADE 7	130
ENGINEER, SURVEYOR OR PLANNER GRADE 6	102
ENGINEER, SURVEYOR OR PLANNER GRADE 5	86
ENGINEER, SURVEYOR OR PLANNER GRADE 4	74
ENGINEER, SURVEYOR OR PLANNER GRADE 3	64
ENGINEER, SURVEYOR OR PLANNER GRADE 2	58
ENGINEER, SURVEYOR OR PLANNER GRADE 1	50
TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 5	\$ 74
TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 4	64
TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 3	54
TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 2	48
TECHNICIAN OR CONSTRUCTION OBSERVER GRADE 1	36
FOUR-PERSON SURVEY CREW	\$200
THREE-PERSON SURVEY CREW	164
TWO-PERSON SURVEY CREW	118
VEHICLE MILEAGE	\$0.70 / MILE
WOOD GRADE STAKE	1.00 / EACH
STEEL SURVEY MONUMENT WITH ALUMINUM CAP	12.00 / EACH
CONCRETE SURVEY MONUMENT WITH ALUMINUM CAP	30.00 / EACH
STEEL FENCE POST	3.00 / EACH
PHOTOCOPY	0.25 / EACH
PLAN SHEET COPY (PER SQUARE FOOT)	0.50 / SQ FT
COLOR PLOT COPY (PER SQUARE FOOT)	1.50 / SQ FT
COMPUTER AIDED DRAFTING (CAD)	5.00 / HOUR

TRAVEL TIME TO AND FROM OUR OFFICE WILL BE CHARGED IN ACCORDANCE WITH THE FOREGOING RATES. ALL SUBCONSULTANTS (SOIL INVESTIGATION, MATERIAL TESTING, AERIAL PHOTOGRAPHY, PHOTOGRAMMETRIC MAPPING, ETC.) ENGAGED BY US WILL BE BILLED AT COST. ALL OTHER OUT-OF-POCKET EXPENSES INCURRED WILL BE BILLED AT COST. THESE EXPENSES MAY INCLUDE TRAVEL, SUBSISTENCE (WHEN APPLICABLE), LONG DISTANCE TELEPHONE OR TELEFAX CHARGES, EXPRESS DELIVERY, REPRODUCTIONS, POSTAGE, SHIPPING CHARGES, RENTAL EQUIPMENT, ETC.

GENERAL CONDITIONS

Item 1. Scope of Work. Berns, Clancy and Associates, P.C. (BCA) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of BCA's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The acceptance of BCA's proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client shall impart the terms of this agreement to any third party to whom the client releases any part of BCA's work. BCA shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access/Background Data. The client will provide for the right-of-way access to the work site. In the event the work site is not owned by the client, client represents to BCA that all necessary permissions for BCA to enter the site and conduct the work have been obtained. While BCA shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of the work, that BCA has not included in its fee the cost of restoration of damage, and that the client will pay for such restoration costs. Client shall provide the appropriate land title and/or background information to BCA required for the performance of our work. BCA will not be required to perform an independent search for easements, encumbrances, title evidence and ownership data as BCA will rely upon the materials and representations that client supplies to BCA.

Item 3. Utilities. In the performance of its work, BCA will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold BCA harmless and indemnify BCA from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by BCA for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to BCA or otherwise disclosed by the client or utility locator service. BCA will be responsible for ordering the utility locator or exploratory excavation services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise BCA of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by BCA employees or subcontractors or which in any other way may be pertinent to BCA's proposed services.

Item 5. Confidentiality. BCA shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". BCA shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of BCA against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by BCA is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of BCA. Client now has no contract with any other professional engineer/surveyor/planner for the performance of the specific services outlined in the agreement and any previous contracts are terminated and copies of all previous work will be provided to BCA for use in this current project.

Item 6. Standard of Care. BCA will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 7. Technical Methodology and Protocol. BCA will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of its services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other special methods or procedures are preferred by the client or are considered more appropriate, a written description or designation of these must be provided to BCA prior to execution of this agreement.

Item 8. Limitations of Liability. The client agrees to limit BCA's liability to the client and all parties claiming through the client or otherwise claiming reliance on BCA's services, allegedly arising from BCA's professional acts or errors and omissions, to a sum not to exceed BCA's fees for the services performed on the project, or \$100,000, whichever is greater, provided that such claims are not attributable to BCA's gross negligence or intentional misconduct. In this latter event, the Limit of Liability will be increased to \$500,000 less any applicable insurance amount covering alleged damages or claims. In no event shall BCA or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on BCA's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance and Indemnity. BCA represents that it maintains general liability, property damage, and professional liability insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that BCA's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the client upon request. BCA shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. BCA agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by BCA. Except as expressly set forth in Items 8 and 9, the client agrees to hold BCA, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to BCA's work.

Item 10. Modifications. This agreement and all its attachments represent the entire understanding between the parties, and neither the client nor BCA may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Originals and Reproductions. All original notes, drawings and other working papers are and shall remain the copyrighted property of BCA. Client is entitled to perpetual access to BCA's original files and will be provided reproducible copies of originals, as well as photocopies of all other documents at the actual cost to make such reproductions.

Item 12. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. Late payment charges of 1.5% per month will be added to delinquent charges. Client shall be further obligated to pay BCA's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This agreement is entered into in Champaign County, Illinois and the Laws of Illinois are to apply to the agreement. If legal action is required by BCA, to collect fees or expenses advanced or to resolve disputes, then the parties agree that Champaign County shall be the proper venue for that legal action. BCA, at its option, may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate BCA for all services performed to and for such termination.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TQ

DATE (MM/DD/YYYY)

07/11/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown, Hobbs & McMurray 118 S. Race St., P.O. Box 488 Urbana, IL 61803-0488 Richard L. McMurray		217-367-4011 217-384-4346	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BERNS-C	FAX (A/C, No):
INSURED Berns, Clancy & Assoc., P.C. 405 E. Main St. Urbana, IL 61803-0755	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company INSURER B: Hiscox, Inc INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19259	

COVERAGES

CERTIFICATE NUMBER:

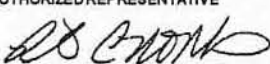
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			S 1736668	07/20/11	07/20/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 1736668	07/20/11	07/20/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$			S 1736668	07/20/11	07/20/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 7922670	07/20/11	07/20/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab			ANE105856110	04/23/11	04/23/12	Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

MASTCOP	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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BERNS, CLANCY AND ASSOCIATES

PROFESSIONAL CORPORATION

ENGINEERS • SURVEYORS • PLANNERS

January 10, 2012

THOMAS BERNS
EDWARD CLANCY
CHRISTOPHER BILLING
DONALD WAUTHIER

ROGER MEYER
DAN ROTHERMEL
KATHERINE LATHAM

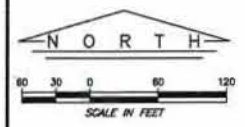
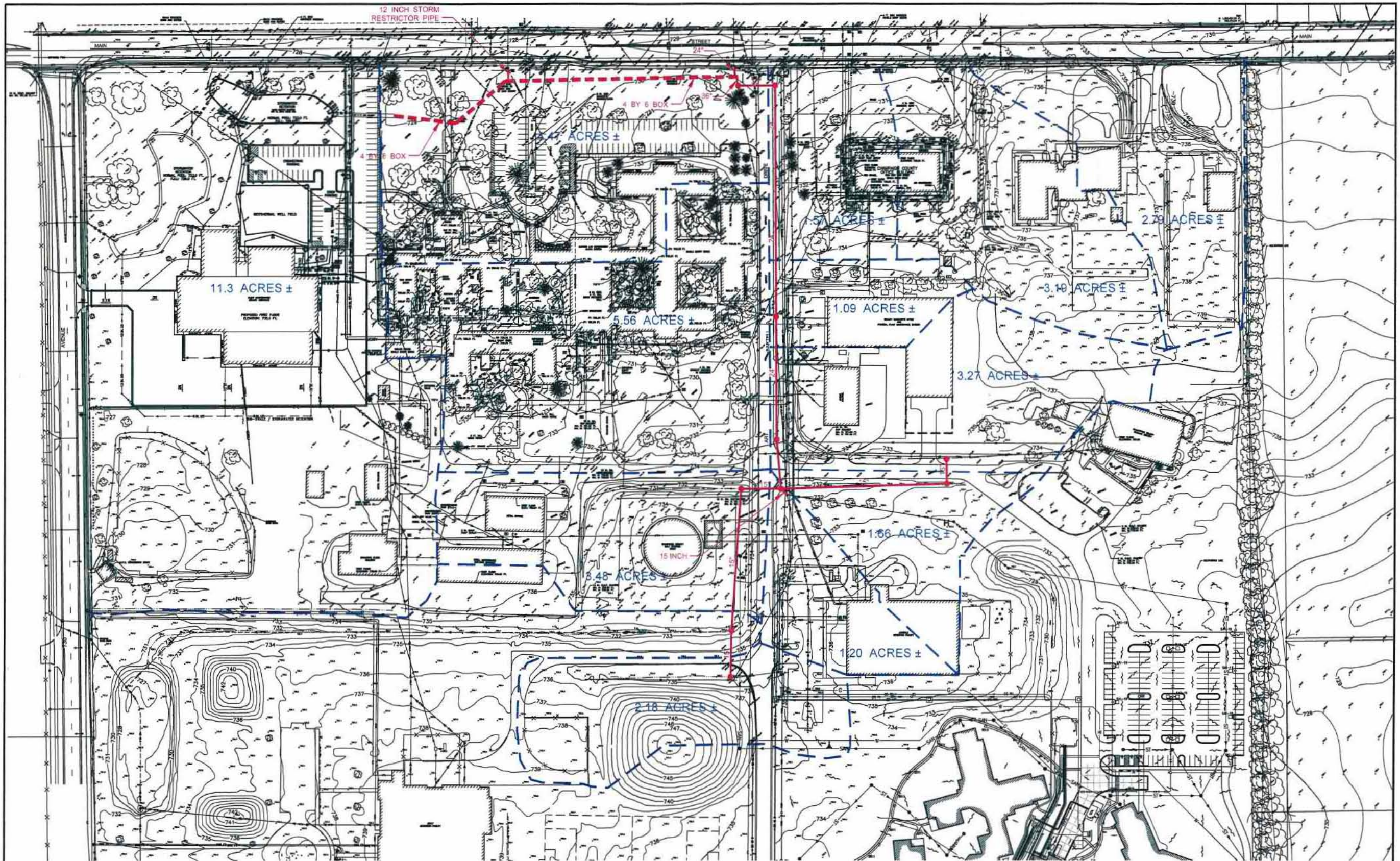
MICHAEL BERNS
OF COUNSEL

**ENGINEER'S PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS
SCHEMATIC DESIGN PHASE
NORTHERN WATERSHED STORM WATER MANAGEMENT
CHAMPAIGN COUNTY EAST CAMPUS SITE**

STORM SEWER APPROACH

	Item	Quantity	Unit	Unit Price	Total
1	Mobilization	1	Lump Sum	\$20,000	\$20,000
2	Traffic Control	1	Lump Sum	\$5,000	\$5,000
3	Temporary Erosion Control	1	Lump Sum	\$10,000	\$10,000
4	Temporary Culvert Plug	1	Lump Sum	\$1,000	\$1,000
5	Remove Temporary Concrete Box Blocking	1	Lump Sum	\$1,000	\$1,000
6	Structural Steel Corrugated Pipe Arch, 66 inch diameter equivalent, 12 gauge aluminized steel	625	Lineal Feet	\$200	\$125,000
7	Install Box End Blocking	1	Lump Sum	\$2,000	\$2,000
8	Manhole Break-in Connection	3	Each	\$600	\$1,800
9	Manhole Removal	1	Each	\$1,200	\$1,200
10	6 Foot Diameter Manhole	1	Each	\$4,500	\$4,500
11	5 Foot Diameter Manhole	2	Each	\$3,000	\$6,000
12	4 Foot Diameter Manhole	7	Each	\$2,200	\$15,400
13	36 Inch diameter Storm Sewer	15	Lineal Feet	\$130	\$1,950
14	30 Inch diameter Storm Sewer	65	Lineal Feet	\$100	\$6,500
15	24 Inch diameter Storm Sewer	705	Lineal Feet	\$50	\$35,250
16	15 Inch diameter Storm Sewer	730	Lineal Feet	\$40	\$29,200
17	12 Inch diameter Storm Sewer	20	Lineal Feet	\$50	\$1,000
18	Granular Trench Backfill	700	Cubic Yards	\$35	\$24,500
19	Remove and Replace Pavement	570	Square Yards	\$80	\$45,600
20	Fertilize, Seed and Mulch Lawn	1.5	Acres	\$6,000	\$9,000
				Subtotal	\$345,900
				15% Contingency	\$52,100
				Total	\$398,000

J:\4605 CC East Campus\47\4605-47 EPO SS2.xls



J. U. L. I. E.
 NOTE: THE EXACT LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION ACTIVITIES. FOR UTILITY LOCATIONS CALL: J.U.L.I.E. (800) 802-0123

LEGEND

- SUB-WATERSHED LIMITS
- PROPOSED STORM SEWER BOX
- PROPOSED STORM SEWER MANHOLE
- PROPOSED STORM SEWER

STORM SEWER APPROACH

BCA
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JOB: 4605-48 DATE: 09/02/11 SHEET 2 OF 3
 FILE: 4605-48EX1.DWG