

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 303

ORDINANCE APPROVING ENGINEERING CONTRACT ON SEWER EXPANSION PROGRAM
IN CONNECTION WITH "BUILD ILLINOIS" PROGRAM FUNDS.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 17th DAY OF August, 1987

PRESENTED: August 17, 1987

PASSED: August 17, 1987

APPROVED: August 17, 1987

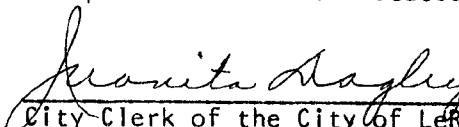
RECORDED: August 17, 1987

PUBLISHED: August 17, 1987

In Pamphlet Form/ ~~xxxx~~ Newspaper ~~xxxx~~

Voting "Aye" 5
Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.



City Clerk of the City of LeRoy,
McLean County, Illinois

(SEAL)

Dated: August 17, 1987

ORDINANCE NO. 303

ORDINANCE APPROVING ENGINEERING CONTRACT ON SEWER EXPANSION PROGRAM IN CONNECTION WITH "BUILD ILLINOIS" PROGRAM FUNDS.

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, finds it is necessary for the City to expand and renovate certain sections of its sewage collection system, and

WHEREAS, in so doing it will be necessary to expend substantial funds, a significant portion of which will be provided from the "Build Illinois" program,

NOW, THEREFORE, be it ordained by the Mayor and City Council and the City of LeRoy, McLean County, Illinois, in lawful meeting assembled as follows:

Section 1. That the engineering contract attached hereto, identified as Exhibit "A," and incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute said contract, in the original and as many copies as may reasonably be required, retaining a signed copy of the contract for the city, said officers to ratify it and approve its adoption effective August 3, 1987, or such date as may later be affixed thereto by action of the Mayor and City Clerk in executing said document.

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

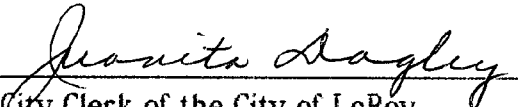
PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 17th day of August, 1987, and deposited and filed in the office of the City Clerk in said City on that date.

ALDERMEN ELECTED 6

ALDERMEN PRESENT 5

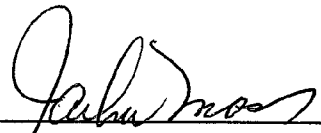
AYES Steve Deang, Randy Zimmerman, David King, Jerry Davis, Jon Winston

NAYS None



City Clerk of the City of LeRoy,
McLean County, Illinois

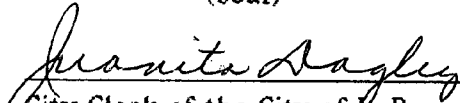
APPROVED by the Mayor of the City of LeRoy, Illinois, this 17th
day of August, 1987.



Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(seal)



City Clerk of the City of LeRoy,
McLean County, Illinois

STATE OF ILLINOIS)
)SS
COUNTY OF MC LEAN)

I, Juanita Dagley , do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

ORDINANCE APPROVING ENGINEERING CONTRACT ON SEWER EXPANSION PROGRAM IN CONNECTION WITH "BUILD ILLINOIS" PROGRAM FUNDS.

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 17th day of August , 19 87 , and that a faithful record of said ordinance has been made in the record books.

Dated this 17th day of August , 19 87 .



City Clerk

(seal)

AGREEMENT FOR ENGINEERING SERVICES

(Illinois E.P.A. Funded Project)

THIS Agreement, made this _____ day of _____, 19⁸⁷ by and between
City of LeRoy, hereafter referred to as the OWNER, and
Lewis, Yockey & Brown, Inc., hereinafter referred to as the ENGINEER:

The OWNER intends to construct a Project consisting of The construction of sanitary
sewers in various locations to replace existing inadequate
field tiles. The said project to be known as "City of LeRoy
1987 Sanitary Sewer Improvements"

in McLean County, State of Illinois, which may be paid for in part with financial assistance
from

the Illinois Environmental Protection Agency,
hereinafter referred to as EPA,

The ENGINEER agrees to perform the various professional engineering services for the design
and construction of said Project in accordance with the provisions of this Agreement.

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interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

5. Changes

(a) The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

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

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any

payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.

(b) Payments for ENGINEERING SERVICES during the Design Phase (Section B-1 through B-9 of this Agreement) are due and payable in accordance with the following:

1. Twenty five percent (25%) of the firm fixed price set forth in Attachment I when (1) the design drawings and specifications are fifty percent (50%) complete and (2) the

the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition this right of access applies to all records pertaining to all agreements and agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

10. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.

(c) The ENGINEER shall comply with the provisions of 40 CFR Part 33, Subpart B, Section 33.295, when subcontracting for services performed under this Agreement if procured after an award of an EPA grant for this Project.

11. Insurance

The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

12. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

13. Small, Minority, and Women's Businesses

The ENGINEER agrees to take affirmative steps to assure that small, minority, and women's businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include:

(a) Including qualified small, minority and women's businesses on solicitation lists.

20. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA .

SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Design Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Section B-1 through B-9 described herein within 45 calendar days from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of FmHA, EPA and all State regulatory agencies will be provided promptly.
2. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project cost based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment I.
3. The ENGINEER shall review the Facilities Plan prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, and EPA or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Facilities Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.
4. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER.
5. The Contract Documents furnished by the ENGINEER under Section B-2 shall utilize FmHA-endorsed construction contract documents.
6. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, ten (10) copies of detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. Additional copies of the above specified documents shall be provided to the OWNER by the ENGINEER at production cost. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).
7. The ENGINEER shall establish baselines for locating the work together with a suitable number of bench marks adjacent to the work and show their location in the Contract Documents. This information, and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.
8. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be

Engineering Services During the Operation Phase

- 24. The ENGINEER shall direct the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.
- 25. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.
- 26. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.
- 27. Eleven (11) months after the initiation of the Project operation the ENGINEER shall advise the OWNER in writing whether the Project meets the project performance standards as defined in 40 CFR Part 35 Subpart I.
- 28. Section B-24 through B-27 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Section C will take effect upon execution of Attachment III.

Section C - ADDITIONAL ENGINEERING SERVICES

The following designated ADDITIONAL ENGINEERING SERVICES shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of FmHA. Agreed upon ADDITIONAL ENGINEERING SERVICES will be designated by Design Phase (D), Construction Phase (C) or Operations Phase (O) during which the service would be performed. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, or Attachment III.

Phase

- C 1. Provide Resident Project Inspection. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the resident inspector's qualifications, anticipated duties and responsibilities for approval by the OWNER. Resident inspection includes checking lines and grades, keeping records of full measurements and the contractor's

activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspecting of completed work for compliance with Contract Documents and keeping of a daily diary per FmHA requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be the longest construction contract completion time bid plus (thirty) 30 days.

- 2. Prepare site surveys for sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
- 3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
- D 4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.
- 5. Appear before courts or boards on matters of litigation related to the project.
- 6. Assist with a user charge system.
 - (a) Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA requirements, or
 - (b) Demonstrate that the existing user charge system meets applicable EPA requirements.
- 7. Assist with sewer use ordinances.
 - (a) Prepare a sewer use ordinance or other legally binding document that meets applicable EPA requirements, or

ATTACHMENT I - Compensation for Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the _____ day of _____, 19 87, by and between _____

the OWNER, and Lewis, Yockey & Brown, Inc.

_____, the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, 19 87, that the OWNER shall compensate the ENGINEER for services described in Section B-1 through B-9 and Section C designated Design Phase services.

2. Compensation for ENGINEERING SERVICES shall be by a FIRM FIXED PRICE METHOD. The FIRM FIXED PRICE is:

\$ 9,000

3. Compensation for ADDITIONAL ENGINEERING SERVICES, shall be by a FIRM FIXED PRICE METHOD, COST PLUS FIXED FEE METHOD or in exceptional circumstances PER DIEM METHOD for each individual ADDITIONAL ENGINEERING SERVICE. An Exhibit to this Attachment describes, for each ADDITIONAL ENGINEERING SERVICE, the FIRM FIXED PRICE AMOUNT, COST PLUS FIXED FEE cost summary or PER DIEM cost schedule and cost summary. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES shall not exceed:

\$ 2,400

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

5. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER:
By [Signature]
Type Name JACK W. MESS
Title MAJOR
Date _____

ATTEST: _____
Type Name DAVID P. BROWN
Title SECRETARY
Date _____

ENGINEER:
By _____
Type Name PERRY L. LEWIS
Title VICE PRESIDENT
Date _____

APPROVED:
FARMERS HOME ADMINISTRATION
By _____
Type Name _____
Title _____
Date _____

EXHIBIT I - Compensation for additional engineering services
under Section 3 of Attachment I.

1. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights. FIRM FIXED PRICE AMOUNT \$ 2,400.

ATTACHMENT II - Compensation for Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the _____ day of _____, 19 87, by and between The City of LeRoy

the OWNER, and Lewis, Yockey & Brown, Inc.

_____, the ENGINEER, the OWNER and ENGINEER agree this _____ day of _____, 19 87, that the OWNER shall compensate the ENGINEER for services described in Section B-11 through B-22 and Section C designated Construction Phase services.

2. Compensation for ENGINEERING SERVICES shall be by a COST PLUS FIXED FEE. The COST PLUS FIXED FEE is estimated as:

\$ 16,000 (Including additional engineering services for construction phase)

(Form 5700-41 is attached as Attachment IV to this contract.)

3. Compensation for ADDITIONAL ENGINEERING SERVICES, shall be by a ~~FIRM FIXED PRICE METHOD~~ COST PLUS FIXED FEE METHOD or in exceptional circumstances PER DIEM METHOD for each individual ADDITIONAL ENGINEERING SERVICE. An Exhibit to this Attachment describes, for each ADDITIONAL ENGINEERING SERVICE the FIRM FIXED PRICE AMOUNT, COST PLUS FIXED FEE cost summary or PER DIEM cost schedule and cost summary. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES shall not exceed:

\$ _____

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

5. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

ATTEST: _____
Type Name Juanita Dagley
Title City Clerk
Date _____

OWNER:
By Jack W. Moss
Type Name Jack W. Moss
Title Mayor
Date _____

ATTEST: _____
Type Name David P. Brown
Title Secretary
Date _____

ENGINEER:
By _____
Type Name Perry L. Lewis
Title Vice President
Date _____

~~APPROVED:
FARMERS-HOME ADMINISTRATION
By _____
Type Name _____
Title _____
Date _____~~

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
(See accompanying instructions before completing this form)

Form Approved
OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE City of LeRoy		2. GRANT NUMBER C172884	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Lewis, Yockey & Brown, Inc.		4. DATE OF PROPOSAL August 3, 1987	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 505 N. Main Street Bloomington, Illinois 61701		6. TYPE OF SERVICE TO BE FURNISHED Engineering services during construction phase.	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
See attached list					
DIRECT LABOR TOTAL:				\$ 5,050.00	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	* BASE =	ESTIMATED COST		
Payroll Burden (FICA, Workmens Comp)	17.79%	\$ 5050	\$ 5,948		
Unempl comp. vacation. Holidays etc.					
other overhead	44.94%	5050	2,269		
INDIRECT COSTS TOTAL:				\$ 8,217	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION car or truck 2500 mi. at 0.30/mile			\$ 750		
(2) PER DIEM			\$		
TRAVEL SUBTOTAL:			\$ 750		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
Stakes & Lath		250	\$ 0.80	\$ 200	
Photo copies		1000	0.10	100	
Blueprints		250	1.00	250	
Postage & Telephone				100	
EQUIPMENT SUBTOTAL:				650	
c. SUBCONTRACTS				ESTIMATED COST	
				\$	
SUBCONTRACTS SUBTOTAL:				\$	
d. OTHER (Specify categories)				ESTIMATED COST	
				\$	
OTHER SUBTOTAL:				\$	
e. OTHER DIRECT COSTS TOTAL:				\$ 1,400	
10. TOTAL ESTIMATED COST				\$ 14,667	
11. PROFIT				\$ 1,333	
12. TOTAL PRICE				\$ 16,000	

LEWIS, YOCKEY & BROWN, INC.

August 3, 1987

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
Project Engineer	24.50	40	980.00
Senior Engr. Tech.	8.50	8	68.00
Resident Inspector	8.50	360	3,060.00
Survey Party Chief	8.50	40	340.00
Instrument Man	7.50	40	300.00
Rodman	6.50	40	260.00
Clerical	5.25	8	<u>42.00</u>
		TOTAL	5,050.00

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE

PART IV - CERTIFICATIONS

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES NO (If "Yes" give name address and telephone number of reviewing office)

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

14c.

This proposal is submitted for use in connection with and in response to (1) _____

This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of _____

(2) _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) _____

DATE OF EXECUTION

SIGNATURE OF PROPOSER

Vice President

TITLE OF PROPOSER

14. GRANTEE REVIEWER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

Jabudnos

SIGNATURE OF REVIEWER

Mayor

TITLE OF REVIEWER

16. EPA REVIEWER (if applicable)

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER