

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT BOARD MEETING AGENDA

Wednesday, October 26, 2022 - 3:00 p.m.

North Banquet Rm, 4th Floor, Illinois Terminal 45 East University Avenue, Champaign

Board of Trustees:

Dick Barnes
Margaret Chaplan – Vice Chair
Tomas Delgado
Bradley Diel - Chair
Advisory Board:
Lowa Mwilambwe/Marty Paulins

Phil Fiscella Bruce Hannon Alan Nudo

Pages

Briana Barr

1. Call to Order

- 2. Roll Call
- 3. Approval of Agenda
- 4. Audience Participation
- 5. Approval of Minutes

A. Board Meeting (Open Session) – September 28, 2022

- 6. Communications
 - A. Champaign County Bikes Thank You Letter 4-5
- 7. Reports
 - A. Managing Director

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9)	Bank & Investment Balances	36

8. Action Items

Α.	Resolution 2022-9 – Determining Amount of Money Necessary to be Raised by	
	the Tax Levy	37-41
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C.	Village of Rantoul Eagle Express Transportation Service (C-CARTS) Agreement	
	(Draft)	45-49
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E.	Underground Storage Tank (UST) Replacement Contract	90-102
F.	803 Solar Array Expansion Design & Engineering Contract	103-109

9. Next Meeting

A. Public Hearing for Tax Levy and Regular Board of Trustees Meeting – Wednesday, December 7, 2022 – 3:00 p.m. – at Illinois Terminal, 45 East University, Champaign

10. Adjournment

Champaign-Urbana Mass Transit District strives to provide an environment welcoming to all persons regardless of disability, race, gender, or religion. Please call Beth Brunk at 217-384-8188 to request special accommodations at least 2 business days in advance.

Champaign-Urbana Mass Transit District (MTD) **Board of Trustees Meeting**

MINUTES - SUBJECT TO REVIEW AND APPROVAL

Wednesday, September 28, 2022

TIME: 3:00 p.m.

PLACE: Illinois Terminal, 45 East University Avenue, Champaign, IL

The video of this meeting can be found at:

https://www.youtube.com/CUMTD

13 Trustees:

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Present	Absent	
Dick Barnes		
Margaret Chaplan (Vice-Chair)		
	Tomas Delgado	
Bradley Diel (Chair)		
Phil Fiscella		
Bruce Hannon		
Alan Nudo		

14 15 **Advisory Board:**

Present	Absent
	Marty Paulins
	Briana Barr

MTD Staff:

Karl Gnadt (Managing Director), Amy Snyder (Chief of Staff), Michelle Wright (Finance Director), Jane Sullivan and Ashlee McLaughlin (External Affairs Directors), Ryan Blackman (Tech Services Director), Brendan Sennett (Safety & Training Director), Josh Berbaum (Maintenance Director), Kirk Kirkland (Facilities Director), Jacinda Crawmer (Human Resources Director), Drew Bargmann (Customer Service Director), Alyx Parker (Legal Counsel), Beth Brunk (Clerk)

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> Quyang Pan and Jim Fox, Arthur J. Gallagher & Co. Consultants (via Zoom) Others Present:

MINUTES

1. Call to Order

Chair Diel called the meeting to order at 3:00 p.m.

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2. Roll Call Present (6) -Barnes, Chaplan, Diel, Fiscella, Hannon, Nudo

Absent (1) - Delgado

A quorum was declared present.

33 34 35

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41 42 3. Approval of Agenda

MOTION by Ms. Chaplan to approve the agenda as distributed; seconded by Mr. Fiscella. Upon vote, the MOTION CARRIED.

4. Audience Participation 39 40

None

5. Approval of Minutes

Champaign-Urbana Mass Transit District Board of Trustees

September 28, 2022

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 A. Board Meeting Open Session - August 31, 2022

MOTION by Mr. Fiscella to approve the open session minutes of the August 31, 2022 MTD Board meeting as distributed; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED.

6. Communications

None

7. Compensation Study - Quyang Pan and Jim Fox, Arthur J. Gallagher & Co. Consultants

For recruitment and retention purposes, the Board approved this study to evaluate employee salaries as they compare to other transit agencies and local businesses. Quyang Pan and Jim Fox explained the methodology of Gallagher's market salary review for all salaried and hourly positions at MTD.

Mr. Diel accepted the report, and it will be placed on file. Ms. Snyder and Ms. Crawmer will distribute the full compensation study to the Board when it is complete.

8. Reports

A. Managing Director

Mr. Gnadt reported on August statistics. Ridership has increased about 15% over August 2021 and is only down 8% from pre-pandemic levels in August 2019 – even with a 20% reduction in service. Ridership is recovering but with the Operator shortage, it is difficult to get additional buses on the street.

Mr. Gnadt introduced MTD's newest staff members: Dave Thornton, the new Assistant Facilities Director, and Ashlee McLaughlin, the new External Affairs Director.

9. Action Items

A. Title VI Plan Update

The Federal Transit Administration (FTA) requires public transportation agencies to comply with the Department of Transportation (DOT)'s Title VI regulations by submitting a Title VI Plan to the FTA once every three years. This plan guides the District's effort to ensure that no person, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the provision of transit service delivery and its related benefits. The District last submitted a Title VI Plan in 2019, so it is now due for an update.

MOTION by Mr. Hannon to approve the 2022 Title VI Plan update; seconded by Ms. Chaplan. Upon vote, the MOTION CARRIED

B. Resolution 2022-8 - Downstate Operating Assistance Program (DOAP) Grant Agreement

This is the annual Downstate Operating Assistance Program (DOAP) grant agreement for the District and its associated resolution. The grant has been approved by IDOT, so the District will submit the Board-approved DOAP grant resolution to facilitate the release of funds.

MOTION by Ms. Chaplan to adopt Resolution No. 2022-8 authorizing the execution of the FY2023 Downstate Operating Assistance Program Grant Agreement; seconded by Mr. Barnes.

Roll Call:

Aye (6) - Barnes, Chaplan, Diel, Fiscella, Hannon, Nudo

Nav (0)

The MOTION CARRIED.

10. Next Meetings

 A. Regular Board of Trustees Meeting – Wednesday, October 26, 2022, at 3:00 p.m., Illinois Terminal, 4th Floor, 45 East University, Champaign

11. Adjournment

Mr. Diel adjourned the meeting at 4:22 p.m.

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3	Submitted by:
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7	Clerk
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10	Approved:
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14	Board of Trustees Chair



10/1/2022

CU MTD

Attn: Karl Gnadt, Executive Director 1101 E. University Ave. Urbana, IL 61802-2009

Dear Karl and MTD Staff,

Bike to Work Day 2022 set a new record of 921 advance registrations and 1,030 shirts given out so far. On behalf of the CU Bike Month 2022-23 Planning Team, I want to thank MTD for their ongoing financial support of this and related events – MTD continues to be our lead sponsor and gracious host making for another successful series of events! Your Diamond Level donation of \$5000.00 was greatly appreciated and was used to promote Bike to Work and Bike Month activities as well as provide no cost T shirts for participants. Additional shirts will be distributed through our events of May 2023 and at other upcoming educational activities. If you didn't get any or need additional t-shirts, please let us know.

Some preliminary statistics:

- 463 riders were new to Bike to Work Day
- 84 riders volunteered to help at a Welcome Station
- 93 advance registration riders made a donation to CCB
- For those who only bicycle to work, the average commute is 2.1 miles (one-way), and only walk is 1.05 miles
- 574 always or often bike to work/class, 280 occasionally/rarely, and 48 first time bicycle commuters
- We asked how bicycling activity had changed in the past year with 393 reporting no change, 407 somewhat or greatly increased, and 91 somewhat or greatly decreased
- 147 bicyclists registered same day at Welcome Stations
- Over 50 bicyclists stopped by our tent at the Sept. 24 Urbana Farmer's Market

Champaign County Bikes (CCB) is a 501(c)(3) non-profit organization and serves as the funding agency for Bike Month. Your contributions are fully tax deductible per IRS regulations as no goods or services have been provided. CCB works to make our area safer for all road users and to improve the cycling and walking experience in Champaign County. CCB coordinates efforts with local agencies and groups such as CU Safe Routes to School Project as well as the state bicycle advocacy organization, Ride Illinois. CCB is working on youth education efforts, roadway design projects, and supports joint efforts such as Bike to Work Day, Bike Month, Light the Night, Vision Zero, and expansion of local trails such as the Kickapoo Rail Trail.

Last year I personally recognized MTD for its long-standing leadership and support of all things bicycling and walking under the 'active transportation' umbrella. As MTD has been one of bicycling and CCB's biggest

supporters with in-kind and monetary support, we again thank you for your encouragement and partnership. Our growth, success as an organization, and fulfillment of our mission is due in part to this continued, positive relationship.

As I'm sure you know, the Illinois Bike Summit Pedaling Forward Together is October 12 at the I Hotel. As the state's most important bicycle-related conference, topics include increasing safety and accessibility for adults and children who ride a bike for recreation or transportation in Illinois followed by NACTO training for engineers and planners October 13. Registration for either day is still open. Preceding the summit on Oct. 11 will be a series of <u>public talks</u> given by given by Charles Marohn, founder and president of the Strong Towns movement. His sessions will focus on identifying problems and taking action to build a stronger, financially resilient future. All our events and activities are listed on the Bike Month website, http://cubikemonth.weebly.com/.

If you have any questions, please contact me or one of the Planning Team members listed below. Thanks again for your support.

Charlie Smyth
csmyth@sbcglobal.net
Chair, Champaign County Bikes

*The Bike Month 2022-23 Planning Team thanks you for making Bike to Work Day/Bike Week/Bike Month in September 2022 and additional Bike Month events in May 2023 possible.

Jeff Yockey / Charlie Smyth	Champaign County Bikes				
Cynthia Hoyle/Thomas Valencia	CU Safe Routes to School Project				
Evan Alvarez	Champaign Urbana Mass Transit District				
Ben LeRoy	City of Champaign				
Lily Wilcock/Kat Trotter	City of Urbana				
Gabe Lewis	CC Regional Planning Commission				
Morgan White/Sarthak Prasad	University of Illinois				
Dennis Donaldson/Nick McDuffee	Village of Savoy				
Bridgette Moen	CC Forest Preserve District/Kickapoo Rail Trail				
Jake Benjamin/Barry Israelwitz	The Bike Project				
Susan Jones	Prairie Cycle Club				
Ellen Hedrick	Village of Mahomet				



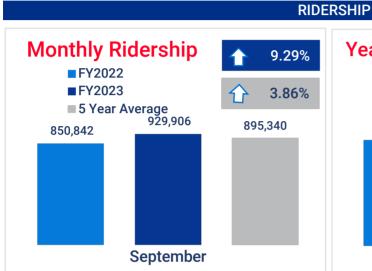
MTD MISSION

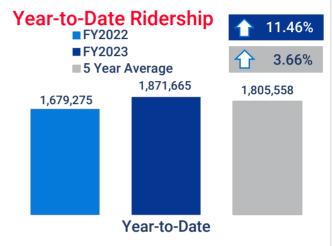
Leading the way to greater mobility

MTD VISION

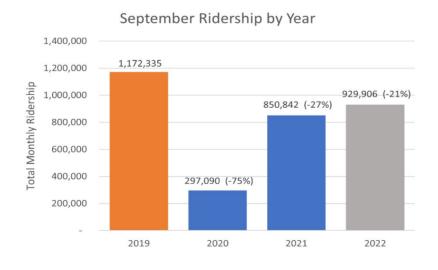
MTD goes beyond traditional boundaries to promote excellence in transportation.

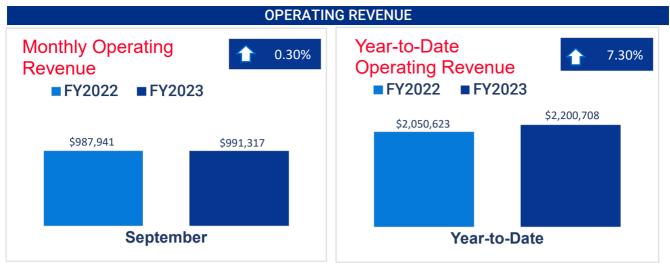
MTD MANAGING DIRECTOR OPERATING NOTES October, 2022



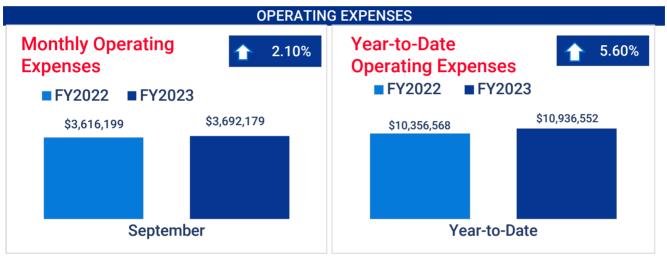


In September 2022, there were 929,906 rides. This is up 9% (~79,000 rides) from last September. In September 2019 we provided 1,172,335 rides (~242,000, or 21%, more than this September). Pre-pandemic, our highest ridership month of the year was traditionally October. For the past two years, our highest ridership has been in September. Vehicle revenue hours are also down 6% this September (19,373) compared to last year (21,163) and down 16% compared to September 2019 (23,064). Hours were higher last September because we were cutting service daily. This put more service on the street but made that service less reliable. The first round of longer-term service reductions went into effect in early October 2021. While ridership recovery compared to last year looks modest, it is growth despite lower levels of service provided.

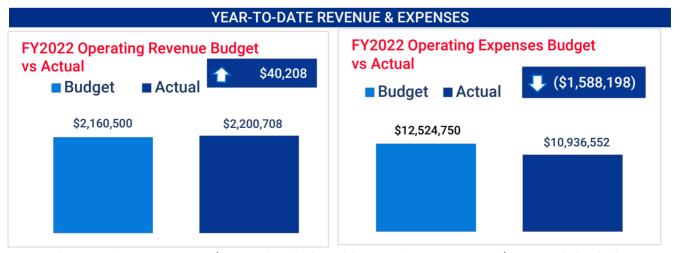




September 2022 operating revenue was 0.30% above September 2021, and year-to-date operating revenue was 7.80% above FY2022.



September operating expenses were 2.10% above September 2021. Year-to-date operating expenses were 5.60% above FY2022.



Year-to-date operating revenues were \$40,208 above budget while operating expenses were \$1,588,198 below budget.

MANAGING DIRECTOR'S NOTES

- 1) Sunday October 9, staff from Safety & Training, Operations, and C-U Safe Routes to Schools participated in the Urbana Fire Department's Risk Reduction Night at the Lincoln Square Mall parking lot. Staff educated visitors on how to increase their visibility to cross streets safely, general bike safety, and offered younger visitors the opportunity to sit in the seat of the bus to gain the perspective of our Operators. MTD had one of the more popular displays but could not compete with the lights and sounds of emergency vehicles and a Champaign Police Department Therapy K9 named, "Lollipop."
- 2) Walk and Ride to School Day was Wednesday, October 12th. This national event is aimed to encourage children to become more active and help address safety improvements along safe routes. Several elementary schools throughout Champaign and Urbana participate each year. At schools like MLK Elementary, school buses drop students off a few blocks away, and athlete volunteers from UIUC help walk the kids to school safely. Often there are some activities in the morning, sometimes talking about safety, other times even doing yoga. This year was no different and several schools participated. MTD helps staff organize this event because encouraging youngsters to get out and walk promotes active transportation—reducing carbon emissions, traffic congestion, and improving health in the community. If you'd like to learn more about this event, visit the website [http://www.cu-srtsproject.com/walk-n-roll-to-school-day.html].
- 3) From the Operations Department: MTD was well represented at the 2022 Illinois Public Transportation Association (IPTA) Fall Conference and Vendor Expo held in O'Fallon, IL September 13-15. Two staff members from Operations, two staff from Safety & Training, and one staff from Maintenance attended along with IPTA Board President Karl Gnadt. Amid a number of sessions dealing with everything from the state of the industry to the bus of the future, Staff gathered the most up-to-date information on several key issues and projects including recruiting, training, mental health response, and zero emissions vehicles. Practical operational information such as how to tell the difference between a suspicious package or an abandoned package will see immediate results as MTD Supervisors will be trained in October using the same information distributed by TSA explosive experts in a session at the conference. Networking relationships with other transit agencies throughout Illinois, which originated at the conference but have already extended beyond and provided additional support and ideas as communication with these agencies in the few weeks since the conference have also generated some interesting retention ideas for MTD. Those attending the conference with Karl Gnadt were Inventory Supervisor Ken Napper, Service Planner David Goldenbaum, Safety & Training Director Brendan Sennett, Assistant Safety & Training Director of Instruction Todd Whitt, and Assistant Operations Director Randy Fouts.
- 4) The last week of September, Dave Goldenbaum (Service Planner), Dan Saphiere (Analyst Planner), and Ryan Blackman (Technology Services Director) attended the INIT User Group Conference in Seattle, WA. INIT is a transit-focused technology company that supplies much of MTD's service-oriented software (tools for scheduling, dispatch, board picks & planning, and data reporting). Much of this software interfaces with some form of vehicle hardware (such as passenger counters, driver mobile date terminals, real-time location, and other systems). The conference agenda included events focused on product training, round tables with other transit agencies that use INIT, and exposure to the developers working on our products. Over the years, the conference has been a great way to meet directly with the developers and senior leadership at INIT to address outstanding technology issues or bugs.

This year was no exception, and Ryan led a productive meeting with Roland Staib (CEO) and Carl Commons (CSO) addressing several issues and commending their customer service which has improved greatly over the past few years. Ryan and Dan also presented on MTD's zero emission hydrogen production station and fleet. This presentation was immediately after an American Public Transportation Association (APTA) representative discussed the various limitations of traditional battery electric buses and how to overcome

them. Transit agencies were very excited to learn about the possibilities of hydrogen, which does not suffer the same limitations as battery electric (such as limited range, the need for fleet expansion, poor performance in the winter, etc). Specifically, transit agencies were excited about the ability to have a one-to-one replacement with diesel vehicles and that our project was truly emissions free due to the solar array (most battery electric vehicles are powered off the grid, which tends to use non-renewable energy). This was a great opportunity to share our experience with other transit agencies throughout the US and Canada, and MTD staff were very proud to share how their colleagues' dedicated work on hydrogen has taken our agency to the forefront of the transit industry.

Champaign-Urbana Mass Transit District Fiscal-Year-to-Date Ridership Comparison

	Sep-22	Sep-21	% Change	FY23 YTD	FY22 YTD	% Change
Adult Rides	19,067	21,317	-10.6%	56,049	54,793	2.3%
School Rides	44,668	33,387	33.8%	63,918	47,045	35.9%
DASH/Senior - E & D Rides	31,644	30,695	3.1%	92,989	51,661	80.0%
U of I Faculty/Staff Rides	38,031	30,527	24.6%	80,197	54,782	46.4%
Annual Pass	37,603	29,531	27.3%	116,140	49,781	133.3%
U of I Student Rides	729,493	679,908	7.3%	1,386,319	1,375,433	0.8%
All Day Passes	220	715	-69.2%	580	1,230	-52.8%
Transfers	6,611	6,170	7.1%	18,844	10,489	79.7%
Saferides	3,003	1,458	106.0%	3,641	1,799	102.4%
West Connect	0	40	-100.0%	0	510	-100.0%
Monthly Pass	7,759	8,062	-3.8%	19,734	12,613	56.5%
Veterans Pass	2,442	2,190	11.5%	7,553	3,452	118.8%
Total Unlinked Passenger Rides	920,541	844,000	9.1%	1,845,964	1,663,589	11.0%
Half-Fare Cab Subsidy Rides	179	140	27.9%	538	417	29.0%
ADA Rides	9,186	6,702	37.1%	25,163	15,269	64.8%
TOTAL	929,906	850,842	9.3%	1,871,665	1,679,275	11.5%

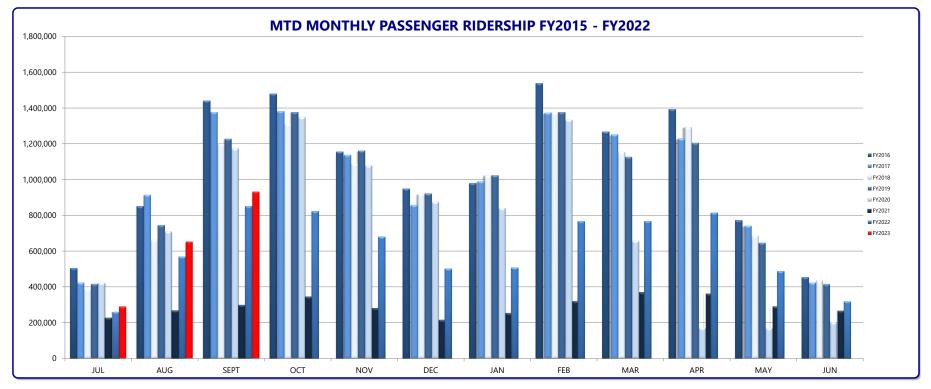
	Sep-22	Sep-21
Weekdays	21	21
UI Weekdays	21	21
Saturdays	4	4
UI Saturdays	4	4
Sundays	4	4
UI Sundays	4	4
Champaign Schools Days	21	20
Urbana School Days	21	21
Holidays	1	1
Average Temperature	67	69.427
Total Precipitation	4.82	3.08
Average Gas Price	\$3.71	\$3.18

Champaign-Urbana Mass Transit District

October 19, 2022

MTD Monthly Passenger Ridership FY2016 - FY2022

_	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023
JUL	529,018	503,481	424,915	389,398	415,476	420,729	226,004	260,815	290,301
AUG	848,165	851,098	914,496	661,178	743,728	708,465	266,497	567,618	651,458
SEPT	1,514,019	1,439,491	1,375,803	1,197,928	1,226,527	1,172,335	297,090	850,842	929,906
ост	1,606,340	1,478,275	1,380,990	1,310,380	1,375,516	1,346,402	343,765	822,915	
NOV	1,236,071	1,153,897	1,137,573	1,087,343	1,160,184	1,076,993	279,977	678,231	
DEC	1,068,608	949,030	857,837	917,782	920,718	873,429	214,183	501,741	
JAN	996,469	977,223	989,700	1,022,713	1,022,403	838,969	252,336	506,560	
FEB	1,576,687	1,537,540	1,371,778	1,375,553	1,375,560	1,331,716	318,071	766,403	
MAR	1,305,425	1,266,676	1,251,352	1,153,015	1,125,644	656,224	368,540	766,766	
APR	1,402,475	1,391,286	1,228,127	1,292,424	1,203,603	169,747	360,134	813,280	
MAY	940,147	770,860	742,253	684,678	645,383	168,484	289,030	485,172	
JUN	528,360	451,663	424,219	435,993	414,421	201,092	264,733	317,937	
TOTAL	13,551,784	12,770,520	12,099,043	11,528,385	11,629,163	8,964,585	3,480,360	7,338,280	1,871,665



Route Performance Report

September 2022

Weekdays

	Passengers	Revenue Hours	Passengers Per Revenue	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue	Revenue Mile Performance
Daytime Campus Fixed Route	337,667	3,349.38	Hour 100.81	Companson	36,725.32	Mile 9.19	Comparison +
1 Yellow Hopper	14,764	202.20	73.02	0.72	1,940.36	7.61	0.83
10 Gold Hopper	11,195	173.02	64.70	0.64	2,162.87	5.18	0.56
12 Teal	63,967	656.12	97.49	0.97	6,988.43	9.15	1.00
13 Silver	59,902	465.03	128.81	1.28	5,396.48	11.10	1.21
21 Raven	9,177	199.88	45.91	0.46	2,113.02	4.34	0.47
22 Illini	158,154	1,247.13	126.81	1.26	13,219.72	11.96	1.30
24 Link	20,508	406.00	50.51	0.50	4,904.44	4.18	0.45
Daytime Community Fixed Route	361,957	10,523.30	34.40		144,653.66	2.50	
1 Yellow	49,962	1,108.75	45.06	1.31	14,495.93	3.45	1.38
2 Red	34,257	1,080.92	31.69	0.92	14,237.27	2.41	0.96
3 Lavender	19,419	620.51	31.30	0.91	8,436.45	2.30	0.92
4 Blue	20,661	518.37	39.86	1.16	6,422.09	3.22	1.29
5 Green	53,583	1,204.18	44.50	1.29	16,087.21	3.33	1.33
5 Green Express	13,937	326.72	42.66	1.24	5,008.32	2.78	1.11
5 Green Hopper	27,134	547.69	49.54	1.44	7,247.14	3.74	1.50
6 Orange	16,134	722.02	22.35	0.65	9,234.60	1.75	0.70
6 Orange Hopper	6,243	271.78	22.97	0.67	3,155.56	1.98	0.79
7 Grey	26,475	968.54	27.33	0.79	13,223.75	2.00	0.80
8 Bronze	8,162	305.36	26.73	0.78	4,521.05	1.81	0.72
9 Brown	37,756	1,203.33	31.38	0.91	16,733.82	2.26	0.90
10 Gold	35,489	944.44	37.58	1.09	13,098.33	2.71	1.08
11 Ruby	437	112.75	3.88	0.11	2,144.13	0.20	0.08
14 Navy	4,150	220.93	18.78	0.55	4,214.73	0.98	0.39
16 Pink	8,158	367.01	22.23	0.65	6,393.27	1.28	0.51

^{*} The Percent of Group Ridership shows how the ridership for the route compares to the group

⁺ Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average Routes that are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Evening Campus Fixed Route	65,378	928.38	70.42		10,963.82	5.96	
120 Teal	16,266	290.08	56.07	0.80	3,391.10	4.80	0.80
130 Silver	6,232	144.67	43.08	0.61	1,716.82	3.63	0.61
220 Illini	42,880	493.63	86.87	1.23	5,855.90	7.32	1.23
Evening Community Fixed Route	41,424	1,534.95	26.99		21,900.10	1.89	
50 Green	15,808	439.10	36.00	1.33	6,182.15	2.56	1.35
50 Green Hopper	6,489	159.78	40.61	1.50	2,146.08	3.02	1.60
70 Grey	3,867	254.60	15.19	0.56	3,627.81	1.07	0.56
100 Yellow	13,781	527.32	26.13	0.97	7,091.79	1.94	1.03
110 Ruby	1,029	73.15	14.07	0.52	1,220.23	0.84	0.45
180 Lime	450	81.00	5.56	0.21	1,632.03	0.28	0.15
Total	806,426	16,336.02	49.36		214,242.9	0 3.76	

^{*} The Percent of Group Ridership shows how the ridership for the route compares to the group + Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average Routes that are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

Route Performance Report

September 2022

Weekends

VVCCRCINGS				5			
	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Saturday							
Daytime Campus Fixed	18,586	235.20	79.02		2,627.18	7.07	
120 Teal	6,461	94.87	68.11	0.86	1,033.56	6.25	0.88
130 Silver	4,984	61.73	80.73	1.02	732.34	6.81	0.96
220 Illini	7,141	78.60	90.85	1.15	861.28	8.29	1.17
Saturday							
Daytime Community	27,823	755.86	36.81		10,454.62	2.66	
20 Red	3,392	99.20	34.19	0.93	1,296.85	2.62	0.98
30 Lavender	1,796	87.22	20.59	0.56	1,350.70	1.33	0.50
50 Green	8,268	148.87	55.54	1.51	1,920.23	4.31	1.62
70 Grey	4,585	155.73	29.44	0.80	2,094.25	2.19	0.82
100 Yellow	8,588	178.33	48.16	1.31	2,355.75	3.65	1.37
110 Ruby	720	42.07	17.12	0.46	709.75	1.01	0.38
180 Lime	474	44.44	10.67	0.29	727.08	0.65	0.24
Saturday							
Evening Campus Fixed	17,356	249.03	69.69		2,905.05	5.97	
120 Teal	3,387	58.80	57.60	0.83	645.23	5.25	0.88
130 Silver	2,362	57.80	40.87	0.59	679.99	3.47	0.58
220 Illini	11,607	132.43	87.64	1.26	1,579.82	7.35	1.23
Saturday							
Evening Community	10,048	336.90	29.82		4,589.46	2.19	
50 Green	3,376	88.47	38.16	1.28	1,211.80	2.79	1.27
50 Green Hopper	2,084	40.00	52.10	1.75	516.04	4.04	1.84
70 Grey	839	53.27	15.75	0.53	727.33	1.15	0.53
100 Yellow	3,580	128.63	27.83	0.93	1,689.12	2.12	0.97
110 Ruby	94	12.53	7.50	0.25	213.40	0.44	0.20
180 Lime	75	14.00	5.36	0.18	231.76	0.32	0.15

^{*} The Percent of Group Ridership shows how the ridership for the route compares to the group

⁺ Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average Routes that are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

	Passengers	Revenue Hours	Passengers Per Revenue Hour	Revenue Hour Performance Comparison +	Revenue Miles	Passengers Per Revenue Mile	Revenue Mile Performance Comparison +
Sunday Daytime Campus Fixed Route	10,925	138.47	78.90		1,550.99	7.04	
120 Teal	2,881	36.27	79.44	1.01	398.91	7.22	1.03
130 Silver	3,569	35.53	100.44	1.27	421.83	8.46	1.20
220 Illini	4,475	66.67	67.13	0.85	730.25	6.13	0.87
Sunday Daytime							
Community Fixed Route	16,649	570.00	29.21		8,111.65	2.05	
30 Lavender	1,168	71.47	16.34	0.56	1,104.92	1.06	0.52
50 Green	6,064	135.40	44.79	1.53	1,743.87	3.48	1.69
70 Grey	2,547	137.67	18.50	0.63	1,861.43	1.37	0.67
100 Yellow	6,105	133.33	45.79	1.57	1,765.05	3.46	1.69
110 Ruby	398	32.07	12.41	0.42	544.37	0.73	0.36
180 Lime	367	60.07	6.11	0.21	1,092.00	0.34	0.16
Sunday Evening Campus Fixed Route	9,464	225.98	41.88		2,613.87	3.62	
120 Teal	2,938	70.12	41.90	1.00	760.84	3.86	1.07
130 Silver	1,605	51.80	30.98	0.74	609.14	2.63	0.73
220 Illini	4,921	104.07	47.29	1.13	1,243.89	3.96	1.09
Sunday Evening Community	2,850	56.67	50.29		760.81	3.75	
Fixed Route	·			1 22			1.36
50 Green	1,866	28.00	66.64	1.33 0.68	364.99	5.11	0.66
100 Yellow	984	28.67	34.33	0.00	395.82	2.49	0.00
Total	113,701	2,568.11	44.27		33,613.62	2 3.38	

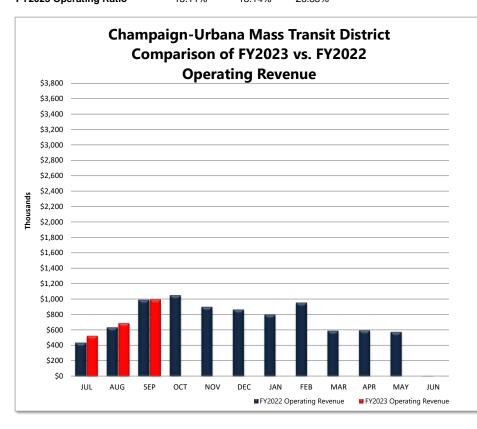
^{*} The Percent of Group Ridership shows how the ridership for the route compares to the group + Performance Comparison shows each Route's Passengers Per Revenue Hour or Mile compared to the Route Group's average Routes that are continually above 1.5 or below 0.5 may need to be examined as they are not performing within the Group Standards.

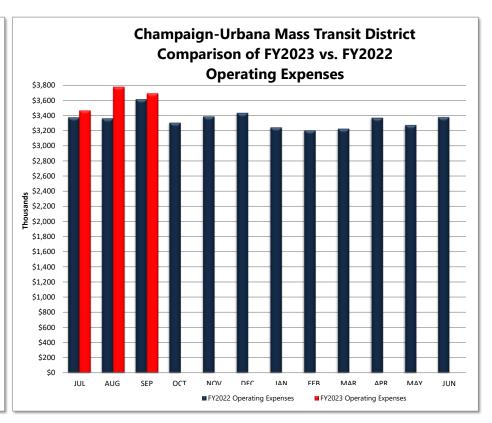
Champaign-Urbana Mass Transit District

Comparison of FY2023 vs FY2022 Revenue and Expenses

October 20, 2022

	JUL	AUG	SEP	ОСТ	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
FY2022 Operating Revenue	\$431,925	\$630,757	\$987,941	\$1,045,828	\$896,190	\$860,757	\$795,610	\$951,191	\$585,943	\$591,962	\$570,813	-\$392,222
FY2023 Operating Revenue	\$523,740	\$685,651	\$991,317									
FY2022 Operating Expenses			\$3,616,199	\$3,306,720	\$3,389,381	\$3,436,470	\$3,244,660	\$3,205,061	\$3,226,832	\$3,372,214	\$3,275,499	\$3,379,302
FY2023 Operating Expenses	\$3,465,500	\$3,778,872	\$3,692,179									
FY2022 Operating Ratio	12.79%	18.75%	27.32%	31.63%	26.44%	25.05%	24.52%	29.68%	18.16%	17.55%	17.43%	-11.61%
FY2023 Operating Ratio	15.11%	18.14%	26.85%									





September 2022 Statistical Summary

HOURS	Sept 2021	ept 2021 Sept 2022		FY2022 to Date	% Change	
Passenger Revenue	22,965.90	21,399.60	-6.8%	64,392.30	57,916.00	-10.1%
Vacation/Holiday/Earned Time	5,493.50	5,358.37	-2.5%	23,049.01	20,691.76	-10.2%
Non-Revenue	4,503.73	4,867.98	8.1%	15,421.01	15,934.85	3.3%
TOTAL	32,963.13	31,625.95	-4.06%	102,862.32	94,542.61	-8.09%

REVENUE/EXPENSES	Sept 2021	Sept 2022	% Change	FY2022 to Date	FY2023 to Date	% Change
Operating Revenue	\$987,940.66	\$991,317.21	0.3%	\$2,050,622.92	\$2,200,708.33	7.3%
Operating Expenses	\$3,616,198.78	\$3,692,179.42	2.1%	\$10,356,567.87	\$10,936,551.57	5.6%
Operating Ratio	27.32%	26.85%	-1.7%	19.80%	20.12%	1.6%
Passenger Revenue/Revenue Vehicle Hour	\$37.16	\$40.30	8.5%	\$26.75	\$32.18	20.3%

RIDERSHIP	Sept 2021	Sept 2022	% Change	FY2022 to Date	FY2023 to Date	% Change
Revenue Passenger	837,830	913,930	9.1%	1,653,100	1,827,120	10.5%
Transfers	6,170	6,611	7.1%	10,489	18,844	79.7%
Total Unlinked	844,000	920,541	9.1%	1,663,589	1,845,964	11.0%
ADA Riders	6,702	9,186	37.1%	15,269	25,163	64.8%
Half Fare Cab	140	179	27.9%	417	538	29.0%
TOTAL	850,842	929,906	9.29%	1,679,275	1,871,665	11.46%
PASSENGERS/REVENUE HOUR	Sept 2021	Sept 2022	% Change	FY2022 to Date	FY2023 to Date	% Change
Hour	36.75	43.02	17.1%	25.84	31.87	23.4%

rom Fiscal Year: Γhru Fiscal Year:				Division: 00 Champaign Urbana Mass Transit Dis	strict		As of: 9/3	30/2022
Sep-2022	Budget This Period	Sep-2021	Act/Bgt Var %		Jul Actual Ytd	-2022 thru Sep-2022 Budget Ytd	Last Ytd	Act/Bgt Var %
				4000000000 **** REVENUE ****				
				4000000099 ** TRANSPORTATION REVENUE				
				4010000000 * PASSENGER FARES				
28,715.91	33,333.33	39,970.09	-13.85%	4010100000 FULL ADULT FARES	85,349.05	99,999.99	57,576.79	-14.6
354.00	833.33	441.00	-57.52%	4010300000 STUDENT FARES	1,632.00	2,499.99	1,375.00	-34.72
-130.00	0.00	-125.00	-100.00%	4010700000 FARE REFUNDS	-521.00	0.00	-125.00	-100.0
8,981.00	12,500.00	5,843.00	-28.15%	4010800000 ANNUAL PASS REVENUE	31,540.00	37,500.00	8,993.00	-15.8
1,330.50	2,916.67	927.00	-54.38%	4011000000 HALF FARE CAB	4,085.50	8,750.01	2,668.50	-53.3
4,242.00	3,333.33	3,094.00	27.26%	4011100000 ADA TICKETS & FARES	12,198.00	9,999.99	5,032.00	21.9
43,493.41	52,916.66	50,150.09	-17.81%	4019900099 * TOTAL PASSENGER FARES	134,283.55	158,749.98	75,520.29	-15.4
				4020000000 * SPECIAL TRANSIT & SCHOOL FARE				
731,384.00	483,333.33	715,900.00	51.32%	4020300000 U OF I CAMPUS SERVICE	1,590,409.00	1,449,999.99	1,510,545.00	9.6
26,882.17	27,083.33	25,546.25	-0.74%	4020500000 ADA - U I & DSC CONTRACTS	80,646.51	81,249.99	76,638.75	-0.7
61,874.00	62,083.33	62,566.00	-0.34%	4030100000 SCHOOL SERVICE FARES	62,045.00	186,249.99	62,566.00	-66.6
820,140.17	572,499.99	804,012.25	43.26%	4039999999 * TOTAL SPECIAL TRANSIT & SCHOO	1,733,100.51	1,717,499.97	1,649,749.75	0.9
				4060000000 *AUXILIARY TRANSPORTATION REVE				
2,058.34	2,083.33	2,064.22	-1.20%	4060100000 I.T. COMMISSIONS	5,401.34	6,249.99	5,409.70	-13.5
36,038.00	25,000.00	23,284.87	44.15%	4060300000 ADVERTISING REVENUE	96,410.50	75,000.00	72,799.23	28.5
38,096.34	27,083.33	25,349.09	40.66%	4069900098 *TOTAL AUXILIARY TRANSPORTATIO	101,811.84	81,249.99	78,208.93	25.3
901,729.92	652,499.98	879,511.43	38.20%	4069900099 ** TOTAL TRANSPORTATION REVEN	1,969,195.90	1,957,499.94	1,803,478.97	0.6
				4070000000 ** NON-TRANSPORTATION REVENUE				
1,516.37	1,833.33	1,245.71	-17 29%	4070100000 SALE OF MAINTENANCE SERVICES	5,075.79	5,499.99	3,396.40	-7.7
0.00	0.00	0.00		4070200000 RENTAL OF REVENUE VEHICLES	0.00	0.00	0.00	0.0
45,656.89	35,416.67	34,587.27		4070300000 BUILDING RENTAL - IL TERMINAL	120,020.67	106,250.01	110,281.81	12.9
17,924.38	17,916.67	17,924.38		4070300002 BUILDING RENTAL - 801 & 1101	53,798.14	53,750.01	53,773.14	0.0
14,927.79	12,500.00	15,612.26		4070400000 INVESTMENT INCOME	40,577.07	37,500.00	41,786.89	8.2
-607.50	0.00	-4,417.75		4070400002 +/ - FAIR VALUE OF INVESTMENT	-2,055.00	0.00	-14,249.85	-100.0
158.42	0.00	145.95		4070800000 OVER OR SHORT	328.72	0.00	213.86	100.0
2,500.00	0.00	0.00		4079800000 GAIN ON FIXED ASSET DISPOSAL	2,500.00	0.00	0.00	100.0

From Fiscal Year: Thru Fiscal Year:				Division: 00 Champaign Urbana Mass Transit Di	strict		As of: 9/3	30/2022
Sep-2022	Budget This Period	Sep-2021	Act/Bgt Var %		Jul Actual Ytd	-2022 thru Sep-2022 Budget Ytd	Last Ytd	Act/Bgt Var %
7,510.94	0.00	43,331.41	100.00%	4079900001 OTHER NON-TRANSPORTATION REV	11,267.04	0.00	51,941.70	100.00%
89,587.29	67,666.67	108,429.23	32.40%	4079900099 ** TOTAL NON-TRANSPORTATION RE	231,512.43	203,000.01	247,143.95	14.05%
991,317.21	720,166.65	987,940.66	37.65%	4079999999 *** TOTAL TRANS & NON-TRANS REV	2,200,708.33	2,160,499.95	2,050,622.92	1.86%
				4080000000 ** TAX REVENUE				
880,798.00	816,666.67	784,600.00	7.85%	4080100000 PROPERTY TAX REVENUE	2,449,998.00	2,450,000.01	2,353,800.00	0.00%
0.00	0.00	0.00	0.00%	4080100001 PROPERTY TAX - UNCOLLECTIBLE R	0.00	0.00	0.00	0.00%
151,262.27	16,666.67	98,814.84	807.57%	4080600000 REPLACEMENT TAX REVENUE	164,083.63	50,000.01	106,356.90	228.17%
0.00	0.00	0.00	0.00%	4089900001 MISCELLANEOUS PROPERTY TAXES	6,025.00	0.00	0.00	100.00%
1,032,060.27	833,333.34	883,414.84	23.85%	4089999999 ** TOTAL TAX REVENUE	2,620,106.63	2,500,000.02	2,460,156.90	4.80%
				4110000000 ** STATE GRANTS & REIMBURSEME				
2,388,000.00	2,819,754.17	2,344,600.00	-15.31%	4110100000 OPERATING ASSISTANCE - STATE	7,125,500.00	8,459,262.51	6,731,400.00	-15.77%
0.00	0.00	0.00	0.00%	4110100001 OPERATING ASSIST - DEBT SERVICE	6,078.80	0.00	0.00	100.00%
0.00	175,750.00	0.00	-100.00%	4111000000 STATE GRANT REVENUE	0.00	527,250.00	0.00	-100.00%
0.00	0.00	0.00	0.00%	4111000001 STATE GRANT REVENUE - PASS TH	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4119900000 STATE REIMBURSEMENTS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4119900001 STATE REIMB - PASS THRU \$	0.00	0.00	0.00	0.00%
2,388,000.00	2,995,504.17	2,344,600.00	-20.28%	4119999999 ** TOTAL STATE GRANTS & REIMB	7,131,578.80	8,986,512.51	6,731,400.00	-20.64%
				4130000000 ** FEDERAL GRANTS & REIMBURSE				
0.00	250,000.00	0.00	-100.00%	4130100000 OPERATING ASSISTANCE - FEDERAL	0.00	750,000.00	0.00	-100.00%
1,366,016.93	6,192,083.33	0.00	-77.94%	4130500000 FEDERAL GRANT REVENUE	2,146,350.93	18,576,249.99	809,368.00	-88.45%
0.00	0.00	0.00	0.00%	4130600000 FEDERAL GRANT PASS THRU \$	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4139900000 FEDERAL REIMBURSEMENTS	0.00	0.00	0.00	0.00%
1,366,016.93	6,442,083.33	0.00	-78.80%	4139999999 ** TOTAL FEDERAL GRANTS & REIM	2,146,350.93	19,326,249.99	809,368.00	-88.89%
				4150000000 **OTHER AGENCY REVENUES				
0.00	0.00	0.00	0.00%	4150130000 CONTRIBUTED CAPITAL - GOV'T	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4150130010 CONTRIBUTED CAPITAL - NON-GOV'T	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	4159999999 ***TOTAL OTHER AGENCY REVENUE	0.00	0.00	0.00	0.00%
5,777,394.41	10,991,087.49	4,215,955.50	-47.44%	4999900099 **** TOTAL REVENUE ****	14,098,744.69	32,973,262.47	12,051,547.82	-57.24%

From Fiscal Year: 2023 From Period 3 Division: 00 Champaign Urbana Mass Transit District As of: 9/30/2022
Thru Fiscal Year: 2023 Thru Period 3

	Budget		Act/Bgt			-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
				5000000000 **** EXPENSES ***				
				5010000000 ** LABOR				
1,040,324.58	916,666.67	917,679.59	13.49%	5010101000 OPERATORS WAGES	2,639,158.62	2,750,000.01	2,371,395.29	-4.03%
139,318.37	150,000.00	137,055.56	-7.12%	5010204000 MECHANICS WAGES - MAINT	393,168.37	450,000.00	372,567.35	-12.63%
95,199.28	91,666.67	68,270.43	3.85%	5010304000 MAINTENANCE WAGES - MAINT	253,891.18	275,000.01	196,958.82	-7.68%
103,922.17	133,333.33	109,111.05	-22.06%	5010401000 SUPERVISORS SALARIES - OPS	345,408.80	399,999.99	348,934.28	-13.65%
24,385.65	22,083.33	21,000.80	10.43%	5010404000 SUPERVISORS SALARIES - MAINT	69,725.25	66,249.99	59,577.30	5.25%
95,886.01	95,833.33	88,150.12	0.05%	5010501000 OVERHEAD SALARIES - OPS	263,733.34	287,499.99	266,789.55	-8.27%
45,196.64	45,416.67	40,057.66	-0.48%	5010504000 OVERHEAD SALARIES - MAINT	134,093.39	136,250.01	113,873.35	-1.58%
158,689.57	151,416.67	128,873.08	4.80%	5010516000 OVERHEAD SALARIES - G&A	472,322.90	454,250.01	398,270.53	3.98%
17,018.94	22,916.67	18,372.89	-25.74%	5010516200 OVERHEAD SALARIES - IT	51,827.96	68,750.01	48,691.65	-24.61%
16,608.12	27,083.33	16,136.71	-38.68%	5010601000 CLERICAL WAGES - OPS	48,160.13	81,249.99	42,017.99	-40.73%
0.00	0.00	0.00	0.00%	5010604000 CLERICAL WAGES - MAINT	0.00	0.00	0.00	0.00%
28,201.73	37,500.00	29,050.06	-24.80%	5010616000 CLERICAL WAGES - G&A	113,318.81	112,500.00	113,577.53	0.73%
10,873.12	11,833.33	9,877.70	-8.11%	5010616200 CLERICAL WAGES - IT	33,031.58	35,499.99	26,171.90	-6.95%
14,750.30	17,500.00	10,797.68	-15.71%	5010716200 SECURITY WAGES - IT	44,908.90	52,500.00	28,529.92	-14.46%
-5,067.15	0.00	-1,038.26	-100.00%	5010801000 LABOR CREDIT - OPS	-10,822.92	0.00	-3,392.76	-100.00%
-3,872.52	0.00	-2,378.63	-100.00%	5010804000 LABOR CREDIT - MAINT	-12,852.92	0.00	-7,681.21	-100.00%
-2,388.46	0.00	-691.05	-100.00%	5010806000 LABOR CREDIT - G&A	-5,994.45	0.00	-3,421.54	-100.00%
12,690.45	14,166.67	12,933.88	-10.42%	5010816200 MAINTENANCE WAGES - IT	34,910.15	42,500.01	35,479.63	-17.86%
0.00	0.00	0.00	0.00%	5010901000 REDUCED/REASSIGNMNT PAY - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5010904000 REDUCED/REASSIGNMNT PAY - MAI	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5010916000 REDUCED/REASSIGNMNT PAY - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5010916200 REDUCED/REASSIGNMNT PAY - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5011001000 MEAL DELIVERY WAGES - OPS (NON-	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5012001000 U OF I COVID ROUTE WAGES	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5013001000 COVID VACCINE INCENTIVE WAGES	0.00	0.00	5,000.00	0.00%
0.00	0.00	0.00	0.00%	5013016000 COVID TESTING WAGES	0.00	0.00	0.00	0.00%
1,791,736.80	1,737,416.67	1,603,259.27	3.13%	5019999000 ** TOTAL LABOR	4,867,989.09	5,212,250.01	4,413,339.58	-6.60%
				5020000000 ** FRINGE BENEFITS				
96,225.34	112,500.00	97,301.44	-14.47%	5020101000 FICA - OPS	289,602.06	337,500.00	283,548.34	-14.19%
23,861.62	24,166.67	23,533.32		5020104000 FICA - MAINT	72,835.51	72,500.01	67,204.88	0.46%
12,625.30	13,333.33	9,397.67		5020116000 FICA - G&A	37,276.15	39,999.99	33,140.89	-6.81%
4,773.71	4,583.33	4,163.58		5020116200 FICA - IT	13,618.65	13,749.99	11,408.58	-0.96%
179,796.08	195,833.33	263,455.38		5020201000 IMRF - OPS	412,928.54	587,499.99	572,478.70	-29.71%
45,481.09	43,750.00	36,017.82		5020204000 IMRF - MAINT	105,945.95	131,250.00	227,927.08	-19.28%
70,701.00	70,700.00	00,017.02	0.0070	OCCUPATION IN THE CONTRACT OF	100,040.00	101,200.00	221,021.00	10.2070

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	Budget		Act/Bgt		Jul	I-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
26,668.56	19,583.33	17,601.66	36.18%	5020216000 IMRF - G&A	63,630.00	58,749.99	54,907.79	8.31%
8,486.05	6,250.00	5,646.82	35.78%	5020216200 IMRF - IT	20,095.52	18,750.00	16,290.11	7.18%
294,997.10	333,333.33	292,587.44	-11.50%	5020301000 MEDICAL INSURANCE - OPS	912,818.52	999,999.99	886,737.25	-8.72%
69,877.26	75,000.00	70,343.08	-6.83%	5020304000 MEDICAL INSURANCE - MAINT	217,041.42	225,000.00	205,321.12	-3.54%
37,054.90	40,000.00	30,563.20	-7.36%	5020316000 MEDICAL INSURANCE - G&A	114,981.70	120,000.00	99,290.60	-4.18%
17,118.00	18,750.00	15,492.00	-8.70%	5020316200 MEDICAL INSURANCE - IT	57,603.00	56,250.00	46,476.00	2.41%
0.00	0.00	0.00	0.00%	5020401000 DENTAL INSURANCE - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020404000 DENTAL INSURANCE - MAINT	-9.80	0.00	0.00	-100.00%
0.00	0.00	0.00	0.00%	5020416000 DENTAL INSURANCE - G&A	0.00	0.00	0.00	0.00%
1,553.79	2,083.33	0.00	-25.42%	5020501000 LIFE INSURANCE - OPS	4,631.97	6,249.99	2,027.32	-25.89%
486.57	500.00	0.00	-2.69%	5020504000 LIFE INSURANCE - MAINT	1,538.11	1,500.00	486.57	2.54%
192.57	583.33	0.00	-66.99%	5020516000 LIFE INSURANCE - G&A	603.68	1,749.99	2,807.97	-65.50%
127.40	166.67	0.00	-23.56%	5020516200 LIFE INSURANCE - IT	431.20	500.01	127.40	-13.76%
0.00	0.00	0.00	0.00%	5020601000 OPEB EXPENSE - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020604000 OPEB EXPENSE - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020616000 OPEB EXPENSE - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5020616200 OPEB EXPENSE - IT	0.00	0.00	0.00	0.00%
1,733.05	4,166.67	3,260.00	-58.41%	5020701000 UNEMPLOYMENT INSURANCE - OPS	824.05	12,500.01	3,260.00	-93.41%
298.26	833.33	570.00	-64.21%	5020704000 UNEMPLOYMENT INSURANCE - MAIN	230.87	2,499.99	570.00	-90.77%
261.48	250.00	150.00	4.59%	5020716000 UNEMPLOYMENT INSURANCE - G&A	196.50	750.00	150.00	-73.80%
180.39	250.00	500.00	-27.84%	5020716200 UNEMPLOYMENT INSURANCE - IT	406.75	750.00	500.00	-45.77%
34,556.58	15,416.67	12,334.84	124.15%	5020801000 WORKERS COMP INSURANCE - OPS	73,393.58	46,250.01	176,144.17	58.69%
7,142.00	10,416.67	3,900.00	-31.44%	5020804000 WORKERS COMP INSURANCE - MAIN	14,078.00	31,250.01	3,439.77	-54.95%
3,158.00	1,666.67	1,598.00	89.48%	5020816000 WORKERS COMP INSURANCE - G&A	6,641.63	5,000.01	3,821.27	32.83%
1,226.00	2,083.33	546.00	-41.15%	5020816200 WORKERS COMP INSURANCE - IT	2,416.00	6,249.99	1,244.85	-61.34%
7,236.42	17,083.33	28,806.88	-57.64%	5021001000 HOLIDAYS - OPS	34,026.26	51,249.99	39,003.92	-33.61%
18,563.52	5,416.67	9,483.28	242.71%	5021004000 HOLIDAYS - MAINT	26,814.81	16,250.01	13,971.68	65.01%
2,640.94	0.00	0.00	100.00%	5021016000 HOLIDAYS - G&A	2,640.94	0.00	0.00	100.00%
3,653.92	833.33	1,238.24	338.47%	5021016200 HOLIDAYS - IT	5,154.24	2,499.99	2,313.12	106.17%
14,682.70	55,000.00	11,997.45	-73.30%	5021101000 VACATIONS - OPS	188,994.68	165,000.00	172,002.73	14.54%
10,923.24	15,000.00	13,120.40	-27.18%	5021104000 VACATIONS - MAINT	38,802.24	45,000.00	36,183.44	-13.77%
0.00	0.00	0.00	0.00%	5021116000 VACATION - G&A	0.00	0.00	0.00	0.00%
1,547.60	1,666.67	732.40	-7.14%	5021116200 VACATIONS - IT	4,682.00	5,000.01	4,887.20	-6.36%
0.00	5,416.67	4,832.92	-100.00%	5021201000 OTHER PAID ABSENCES - OPS	6,681.64	16,250.01	10,961.28	-58.88%
708.45	1,250.00	355.60	-43.32%	5021204000 OTHER PAID ABSENCES - MAINT	3,049.06	3,750.00	3,359.68	-18.69%
0.00	83.33	0.00	-100.00%	5021216000 OTHER PAID ABSENCES - G&A	0.00	249.99	480.96	-100.00%
0.00	166.67	119.44	-100.00%	5021216200 OTHER PAID ABSENCES - IT	313.92	500.01	256.32	-37.22%
469.46	5,416.67	16,724.45	-91.33%	5021301000 UNIFORM ALLOWANCES - OPS	7,526.71	16,250.01	20,822.63	-53.68%

	Budget		Act/Bgt		Jul	-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
2,322.74	2,250.00	1,070.73	3.23%	5021304000 UNIFORM ALLOWANCES - MAINT	7,342.10	6,750.00	5,568.37	8.77%
121.72	500.00	224.33	-75.66%	5021316200 UNIFORM ALLOWANCES - IT	318.99	1,500.00	821.29	-78.73%
0.00	416.67	0.00	-100.00%	5021401000 OTHER FRINGE BENEFITS - OPS	680.00	1,250.01	0.00	-45.60%
392.95	833.33	0.00	-52.85%	5021404000 OTHER FRINGE BENEFITS - MAINT	632.95	2,499.99	350.00	-74.68%
1,319.00	5,000.00	1,187.00	-73.62%	5021416000 OTHER FRINGE BENEFITS - G&A	6,098.25	15,000.00	8,598.00	-59.35%
0.00	208.33	0.00	-100.00%	5021416200 OTHER FRINGE BENEFITS - IT	0.00	624.99	0.00	-100.00%
1,091.41	162,500.00	92,995.32	-99.33%	5021501000 EARNED TIME - OPS	323,794.17	487,500.00	426,057.28	-33.58%
12,424.32	29,166.67	23,082.93	-57.40%	5021504000 EARNED TIME - MAINT	75,801.40	87,500.01	100,944.50	-13.37%
5,262.15	2,916.67	2,005.03	80.42%	5021516200 EARNED TIME - IT	10,457.25	8,750.01	6,187.74	19.51%
0.00	1,500.00	0.00	-100.00%	5021604000 TOOL ALLOWANCE - MAINT	0.00	4,500.00	11,026.41	-100.00%
-382.68	3,750.00	7,863.96	-110.20%	5021701000 DISABILITY - OPS	3,288.93	11,250.00	8,488.92	-70.77%
0.00	416.67	0.00	-100.00%	5021704000 DISABILITY - MAINT	1,669.50	1,250.01	0.00	33.56%
0.00	83.33	0.00	-100.00%	5021716200 DISABILITY - IT	0.00	249.99	0.00	-100.00%
0.00	0.00	0.00	0.00%	5021801000 WORKERS COMP - PAYROLL - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021804000 WORKERS COMP - PAYROLL - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021816200 WORKERS COMP - PAYROLL - IT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021901000 ROTATION BOARD PAY - OPS	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021904000 ROTATION BOARD PAY - MAINT	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021916000 ROTATION BOARD PAY - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5021916200 ROTATION BOARD PAY - IT	0.00	0.00	0.00	0.00%
0.00	16,666.67	11,346.00	-100.00%	5022001000 EARLY RETIREMENT PLAN - OPS	0.00	50,000.01	11,346.00	-100.00%
0.00	2,916.67	0.00	-100.00%	5022004000 EARLY RETIREMENT PLAN - MAINT	0.00	8,750.01	0.00	-100.00%
0.00	2,083.33	0.00	-100.00%	5022016000 EARLY RETIREMENT PLAN - G&A	0.00	6,249.99	0.00	-100.00%
0.00	0.00	0.00	0.00%	5022016200 EARLY RETIREMENT PLAN - IT	0.00	0.00	0.00	0.00%
0.00	0.00	22,572.55	0.00%	5023001000 "SICK BANK" EXPENSES - OPS	0.00	0.00	52,021.12	0.00%
0.00	0.00	4,226.64	0.00%	5023004000 "SICK BANK" EXPENSES - MAINT	0.00	0.00	5,818.04	0.00%
0.00	0.00	0.00	0.00%	5023016000 "SICK BANK" EXPENSES - G&A	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5023016200 "SICK BANK" EXPENSES - IT	0.00	0.00	954.16	0.00%
950,858.96	1,264,041.67	1,142,947.80	-24.78%	5029999900 ** TOTAL FRINGE BENEFITS	3,172,529.60	3,792,125.01	3,641,735.45	-16.34%
				5030000000 ** SERVICES				
33,640.19	68,750.00	47,690.05	-51.07%	5030316000 PROFESSIONAL SERVICES - G&A	188,812.09	206,250.00	129,532.22	-8.45%
1,448.39	208.33	0.00	595.24%	5030316200 PROFESSIONAL SERVICES - IT	1,448.39	624.99	60.53	131.75%
0.00	833.33	0.00	-100.00%	5030316300 PROFESSIONAL SERVICES - IT - NON	0.00	2,499.99	0.00	-100.00%
6,500.00	16,666.67	6,500.00		5030316400 PROFESSIONAL SERVICES - G&A - N	20,055.00	50,000.01	19,724.00	-59.89%
0.00	0.00	0.00		5030404000 TEMPORARY HELP - MAINT	0.00	0.00	0.00	0.00%
0.00	4,166.67	0.00		5030416000 TEMPORARY HELP - G&A	0.00	12,500.01	0.00	-100.00%
2,735.88	6,666.67	0.00	-58.96%	5030501000 CONTRACT MAINTENANCE - OPS	5,964.27	20,000.01	408.87	-70.18%
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	Budget		Act/Bgt		Jul	-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
25,604.06	13,333.33	40,055.63	92.03%	5030504000 CONTRACT MAINTENANCE - MAINT	37,558.17	39,999.99	52,211.23	-6.10%
45,467.33	50,833.33	48,390.38	-10.56%	5030516000 CONTRACT MAINTENANCE - G&A	138,757.97	152,499.99	123,759.97	-9.01%
969.35	2,916.67	2,848.58	-66.77%	5030516200 CONTRACT MAINTENANCE - IT	2,708.77	8,750.01	5,139.99	-69.04%
0.00	0.00	0.00	0.00%	5030516300 CONTRACT MAINTENANCE - IT - NON	97.76	0.00	0.00	100.00%
0.00	0.00	0.00	0.00%	5030604000 CUSTODIAL SERVICES - MAINT	0.00	0.00	0.00	0.00%
0.00	3,750.00	0.00	-100.00%	5030801000 PRINTING SERVICES - OPS	14,480.42	11,250.00	894.06	28.71%
0.00	83.33	0.00	-100.00%	5030804000 PRINTING SERVICES - MAINT	0.00	249.99	0.00	-100.00%
0.00	416.67	5,140.14	-100.00%	5030816000 PRINTING SERVICES - G&A	0.00	1,250.01	25,621.14	-100.00%
0.00	83.33	0.00	-100.00%	5030816200 PRINTING SERVICES - IT	0.00	249.99	0.00	-100.00%
0.00	0.00	0.00	0.00%	5030816300 PRINTING SERVICES - IT - NON-REIM	0.00	0.00	0.00	0.00%
2,661.00	8,333.33	1,854.00	-68.07%	5031216000 CABS	8,171.00	24,999.99	5,337.00	-67.32%
7,406.95	3,750.00	3,316.75	97.52%	5039901000 OTHER SERVICES - OPS	17,227.57	11,250.00	4,772.14	53.13%
1,420.90	1,250.00	449.04	13.67%	5039904000 OTHER SERVICES - MAINT	2,212.46	3,750.00	1,132.62	-41.00%
1,687.40	8,333.33	727.07	-79.75%	5039916000 OTHER SERVICES - G&A	15,768.55	24,999.99	7,822.27	-36.93%
99.15	333.33	160.29	-70.25%	5039916200 OTHER SERVICES - IT	99.15	999.99	249.95	-90.08%
0.00	0.00	0.00	0.00%	5039916300 OTHER SERVICES - IT - NON-REIMB	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5039916400 OTHER SERVICES - G&A - NON-REIM	0.00	0.00	0.00	0.00%
129,640.60	190,708.32	157,131.93	-32.02%	5039999900 ** TOTAL SERVICES	453,361.57	572,124.96	376,665.99	-20.76%
				5040000000 ** MATERIALS & SUPPLIES CONSUM				
196,100.77	229,166.67	130,494.53	-14.43%	5040101000 FUEL & LUBRICANTS - OPS	573,059.84	687,500.01	366,748.98	-16.65%
19,004.93	14,583.33	14,498.32	30.32%	5040104000 FUEL & LUBRICANTS - MAINT	55,851.27	43,749.99	38,084.10	27.66%
13,316.61	13,750.00	14,775.22	-3.15%	5040201000 TIRES & TUBES - OPS - MB DO	33,934.58	41,250.00	39,174.45	-17.73%
1,589.22	916.67	0.00	73.37%	5040204000 TIRES & TUBES - MAINT - DR DO	1,950.06	2,750.01	1,366.39	-29.09%
0.00	0.00	0.00	0.00%	5040206000 TIRES & TUBES - NON-REVENUE VEH	0.00	0.00	0.00	0.00%
0.00	4,166.67	168.00	-100.00%	5040304000 GARAGE EQUIPMENT REPAIRS - MAI	0.00	12,500.01	2,384.23	-100.00%
25,582.74	14,583.33	6,868.37	75.42%	5040404000 BLDG & GROUND REPAIRS - MAINT -	54,661.27	43,749.99	15,188.82	24.94%
0.00	4,166.67	42.93	-100.00%	5040404001 BLDG & GROUND REPAIRS - MAINT -	447.50	12,500.01	2,243.67	-96.42%
0.00	83.33	0.00	-100.00%	5040404002 BLDG & GROUND REPAIRS - MAINT -	0.00	249.99	0.00	-100.00%
7,520.77	10,833.33	7,659.16	-30.58%	5040416200 BLDG & GROUND REPAIRS - IT	17,267.83	32,499.99	12,140.93	-46.87%
695.72	1,250.00	2,330.82	-44.34%	5040416300 BLDG & GROUND REPAIRS - IT - NON	1,157.24	3,750.00	2,330.82	-69.14%
0.00	416.67	2,459.30	-100.00%	5040416400 BLDG & GROUND REPAIRS - G&A - N	0.00	1,250.01	5,437.71	-100.00%
101.97	0.00	0.00	100.00%	5040500001 REVENUE VEHICLE REPAIRS - CORE	158.96	0.00	-30.00	100.00%
145,749.94	200,000.00	144,074.92	-27.13%	5040504000 REVENUE VEHICLE REPAIRS	413,435.10	600,000.00	365,241.14	-31.09%
2,812.31	2,083.33	262.80		5040604000 NON-REVENUE VEHICLE REPAIRS	39,574.20	6,249.99	2,129.38	533.19%
7,809.94	8,333.33	10,124.18		5040704000 SERVICE SUPPLIES - MAINT	19,592.49	24,999.99	20,806.10	-21.63%
2,137.16	2,333.33	3,190.68		5040716200 SERVICE SUPPLIES - IT	7,091.12	6,999.99	5,882.68	1.30%
3,285.31	3,750.00	2,572.87	-12.39%	5040801000 OFFICE SUPPLIES - OPS	4,927.50	11,250.00	6,367.09	-56.20%
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Thru Fiscal Year: 20	23 Thru Perio	23 Thru Period 3						
	Budget		Act/Bgt			-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
1,668.61	1,416.67	1,813.52	17.78%	5040804000 OFFICE SUPPLIES - MAINT	4,449.26	4,250.01	5,502.72	4.69%
312.50	1,333.33	785.12	-76.56%	5040816000 OFFICE SUPPLIES - G&A	1,377.79	3,999.99	1,175.81	-65.56%
0.00	416.67	0.00	-100.00%	5040816200 OFFICE SUPPLIES - IT	33.25	1,250.01	358.67	-97.34%
106.73	1,666.67	0.00	-93.60%	5040901000 COMPUTER & SERVER - MISC EXP'S -	638.73	5,000.01	80.00	-87.23%
0.00	1,666.67	0.00	-100.00%	5040904000 COMPUTER & SERVER - MISC EXP'S -	0.00	5,000.01	14,367.90	-100.00%
64,532.87	7,500.00	9,633.32	760.44%	5040916000 COMPUTER & SERVER - MISC EXP'S -	94,484.93	22,500.00	27,637.30	319.93%
0.00	416.67	0.00	-100.00%	5040916200 COMPUTER & SERVER - MISC EXP'S -	0.00	1,250.01	0.00	-100.00%
237.14	833.33	58.40	-71.54%	5041001000 SAFETY & TRAINING - OPS	419.69	2,499.99	517.86	-83.21%
0.00	833.33	0.00	-100.00%	5041004000 SAFETY & TRAINING - MAINT	1,395.00	2,499.99	0.00	-44.20%
4,389.07	7,083.33	4,021.58	-38.04%	5041104000 PASSENGER SHELTER REPAIRS	22,068.71	21,249.99	16,870.69	3.85%
0.00	833.33	0.00	-100.00%	5041201000 SMALL TOOLS & EQUIP - OPS	30.25	2,499.99	0.00	-98.79%
1,970.45	5,416.67	2,051.43	-63.62%	5041204000 SMALL TOOLS & EQUIP - MAINT	3,175.29	16,250.01	6,200.73	-80.46%
0.00	6,250.00	0.00	-100.00%	5041216000 SMALL TOOLS & EQUIP - G&A	0.00	18,750.00	0.00	-100.00%
69.62	833.33	90.00	-91.65%	5041216200 SMALL TOOLS & EQUIP - IT	111.33	2,499.99	123.12	-95.55%
0.00	0.00	0.00	0.00%	5041216300 SMALL TOOLS & EQUIP - IT - NON-RE	0.00	0.00	0.00	0.00%
0.00	0.00	0.00	0.00%	5041216400 SMALL TOOLS & EQUIP - G&A - NON-	0.00	0.00	0.00	0.00%
0.00	83.33	0.00	-100.00%	5041304000 FAREBOX REPAIRS	0.00	249.99	0.00	-100.00%
427.97	5,416.67	5,957.53	-92.10%	5041404000 CAD/AVL,CAMERA,RADIO REPAIRS -	26,479.37	16,250.01	14,163.41	62.95%
14,395.48	1,250.00	1,699.51	> 999.99%	5041504000 ADA VEHICLE REPAIRS - MAINT	16,905.36	3,750.00	4,365.13	350.81%
513,817.83	553,666.66	365,632.51	-7.20%	5049999900 ** TOTAL MATERIAL & SUPPLIES	1,394,677.92	1,660,999.98	976,859.83	-16.03%
				5050000000 **UTILITIES				
57,579.23	75,000.00	46,893.46	-23.23%	5050216000 ** UTILITIES - G&A	246,157.54	225,000.00	126,003.06	9.40%
13,049.19	12,500.00	9,730.89	4.39%	5050216200 ** UTILITIES - IT	54,287.17	37,500.00	30,970.89	44.77%
6,478.42	5,416.67	4,861.47	19.60%	5050216300 ** UTILITIES - IT - NON-REIMB	27,740.37	16,250.01	15,104.33	70.71%
221.80	416.67	203.07	-46.77%	5050216400 ** UTILITIES - G&A - NON-REIMB	738.81	1,250.01	861.15	-40.90%
77,328.64	93,333.34	61,688.89	-17.15%	5059999900 **TOTAL UTILITIES	328,923.89	280,000.02	172,939.43	17.47%
				5060000000 ** CASUALTY & LIABILITY COSTS				
7,984.86	7,916.67	7,429.28	0.86%	5060104000 PHYSICAL DAMAGE PREMIUMS - MAI	23,954.58	23,750.01	22,287.84	0.86%
0.00	0.00	0.00		5060116200 PHYSICAL DAMAGE PREMIUMS - IT	0.00	0.00	0.00	0.00%
0.00	-2,916.67	0.00	-100.00%	5060204000 PHYSICAL DAMAGE RECOVERIES - M	-784.13	-8,750.01	-13,386.44	-91.04%
35,877.29	50,000.00	33,626.26	-28.25%	5060316000 PL & PD INSURANCE PREMIUMS - G&	107,631.87	150,000.00	101,897.78	-28.25%
0.00	0.00	0.00	0.00%	5060316200 PL & PD INSURANCE PREMIUMS - IT	0.00	0.00	0.00	0.00%
28,981.08	50,000.00	29,431.68	-42.04%	5060416000 UNINSURED PL & PD PAYOUTS - G&A	88,602.51	150,000.00	86,440.31	-40.93%
4,819.98	4,166.67	3,710.65	15.68%	5060816000 PREMIUMS-OTHER COPORATE INS.	12,353.94	12,500.01	11,131.95	-1.17%
77,663.21	109,166.67	74,197.87	-28.86%	5069999900 ** TOTAL CASUALTY & LIABILITY	231,758.77	327,500.01	208,371.44	-29.23%

From Fiscal Year: 2023 From Period 3 Division: 00 Champaign Urbana Mass Transit District As of: 9/30/2022
Thru Fiscal Year: 2023 Thru Period 3

Division: 00 Champaign Urbana Mass Transit District As of: 9/30/2022

	Budget		Act/Bgt			-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
0.00	440.07	4 500 00	100.000/	5070000000 ** TAXES	0.00	4.050.04	4 500 00	400.00
0.00	416.67	1,500.00		5070316000 PROPERTY TAXES	0.00	1,250.01	4,500.00	-100.00
312.50	333.33	312.50		5070316400 PROPERTY TAXES - NON-REIMB	937.50	999.99	937.50	-6.25
23.00	250.00	0.00		5070401000 VEHICLE LICENSING FEES - OPS	23.00	750.00	0.00	-96.93
0.00	0.00	0.00		5070416000 VEHICLE LICENSING FEES - G&A	0.00	0.00	0.00	0.00
2,586.28	3,333.33	3,010.05	-22.41%	5070501000 FUEL TAX	6,792.80	9,999.99	7,902.97	-32.07
2,921.78	4,333.33	4,822.55	-32.57%	5079999900 ** TOTAL TAXES	7,753.30	12,999.99	13,340.47	-40.36
				5080100000 ** PURCHASED TRANSPORTATION				
0.00	0.00	0.00	0.00%	5080116000 CABS (Closed - See GL 5031216000)	0.00	0.00	0.00	0.00
76,805.83	77,500.00	72,988.83	-0.90%	5080216000 ADA CONTRACTS	230,420.49	232,500.00	218,971.49	-0.89
76,805.83	77,500.00	72,988.83	-0.90%	5089999900 **TOTAL PURCHASED TRANSPORTA	230,420.49	232,500.00	218,971.49	-0.89
				5090000000 ** MISCELLANEOUS EXPENSES				
11,808.86	9,166.67	8,333.33	28 82%	5090116000 DUES & SUBSCRIPTIONS - G&A	30,886.88	27,500.01	21,444.02	12.32
23,069.90	10,416.67	45,124.91		5090216000 TRAVEL & MEETINGS - G&A	28,884.12	31,250.01	92,031.15	-7.57
0.00	0.00	0.00		5090716000 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00
25,137.00	16,666.67	9,060.23		5090816000 BAD DEBT EXPENSE 5090816000 ADVERTISING EXPENSES - G&A	46,643.80	50,000.01	51,984.94	-6.7
0.00	0.00	9,000.23		5090816200 ADVERTISING EXPENSES - IT	0.00	0.00	0.00	0.00
0.00	666.67	0.00		5090916000 TRUSTEE COMPENSATION	2,500.00	2,000.01	0.00	25.00
176.77	583.33	1,014.00		5091016000 PROSTEE COMPENSATION 5091016000 POSTAGE	1,739.86	1,749.99	1,714.00	-0.58
0.00	0.00	0.00		5091516000 FOSTAGE 5091516000 LOSS/DISPOSAL FIXED ASSETS	0.00	0.00	0.00	0.00
8,921.00	8,333.33	20.087.75		5091616000 ADVERTISING SERVICES EXPENSE	17,735.00	24.999.99	22,819.75	-29.06
0.00	0.00	0.00		5091716000 SUBSTANCE ABUSE PROGRAM	0.00	0.00	0.00	0.00
-7.35	1,666.67	834.00		5099901000 OTHER MISC EXPENSES - OPS	715.35	5,000.01	2,814.00	-85.69
-7.35 216.39	•					·		
	1,666.67	105.00		5099904000 OTHER MISC EXPENSES - MAINT	5,227.90	5,000.01	693.90	4.56
3,695.82	8,333.33	2,951.59		5099916000 OTHER MISC EXPENSES - G&A	12,185.92	24,999.99	9,774.93	-51.26
932.49	1,250.00	727.99		5099916200 OTHER MISC EXPENSES - IT	2,420.47	3,750.00	2,356.97	-35.45
0.00	83.33	0.00		5099916300 OTHER MISC EXPENSES - IT - NON-R	0.00	249.99	0.00	-100.00
4,065.61	2,083.33	1,022.38		5099916400 OTHER MISC EXPENSES - G&A - NON	7,296.28	6,249.99	4,506.03	16.74
-45,740.97	0.00	6,109.47		5099926000 UNALLOCATED EXPENSES	-18,181.34	0.00	7,904.54	-100.00
32,275.52	60,916.67	95,370.65	-47.02%	5099999900 ** TOTAL MISCELLANEOUS EXPENS	138,054.24	182,750.01	218,044.23	-24.46

From Fiscal Year: 2023 From Period 3 Division: 00 Champaign Urbana Mass Transit District As of: 9/30/2022

hru Fiscal Year: 202	23 Thru Perio	d 3		Division. 00 Champaigh Orbana Mass Transit Dis			AS 01. 3/3	,0,2022
	Budget		Act/Bgt			-2022 thru Sep-2022		Act/Bgt
Sep-2022	This Period	Sep-2021	Var %		Actual Ytd	Budget Ytd	Last Ytd	Var %
0.00	0.00	0.00	0.00%	5110116000 INTEREST - LONG-TERM DEBTS	0.00	0.00	0.00	0.00
36.45	4,166.67	9,125.68	-99.13%	5110216000 INTEREST - SHORT-TERM DEBTS	149.47	12,500.01	21,137.43	-98.80°
36.45	4,166.67	9,125.68	-99.13%	5119999900 ** TOTAL INTEREST	149.47	12,500.01	21,137.43	-98.80
				5120000000 ** LEASE & RENTALS				
6,490.08	12,500.00	3,164.70	-48.08%	5120401000 PASSENGER REVENUE VEHICLES -	12,819.48	37,500.00	9,494.10	-65.81
706.04	4,166.67	706.04	-83.06%	5120516000 SERVICE VEHICLE LEASES	2,118.12	12,500.01	2,118.12	-83.06
0.00	8,333.33	805.99	-100.00%	5120704000 GARAGE EQUIPMENT LEASES - MAIN	0.00	24,999.99	2,417.97	-100.00
0.00	0.00	0.00	0.00%	5120901000 RADIO EQUIPMENT LEASES - OPS	0.00	0.00	0.00	0.00
12,638.93	12,500.00	15,552.32	1.11%	5121216000 G&A FACILITIES LEASES	40,830.18	37,500.00	46,656.96	8.88
83.30	18,750.00	11,139.40	-99.56%	5121301000 MISC LEASES - OPS	2,128.79	56,250.00	33,418.20	-96.22
17,812.50	18,750.00	5,212.33	-5.00%	5121304000 MISC LEASES - MAINT	48,987.93	56,250.00	15,636.99	-12.91
1,332.77	3,333.33	1,419.24	-60.02%	5121316000 MISC LEASES - G&A	3,998.31	9,999.99	4,257.72	-60.02
66.63	1,250.00	70.96	-94.67%	5121316200 MISC LEASES - IT	199.89	3,750.00	-62.60	-94.67
0.00	0.00	0.00	0.00%	5121316300 MISC LEASES - IT - NON-REIMB	0.00	0.00	2,100.00	0.00
0.00	83.33	87.50	-100.00%	5121316400 MISC LEASES - G&A - NON-REIMB	0.00	249.99	262.50	-100.00
39,130.25	79,666.66	38,158.48	-50.88%	5129999900 ** TOTAL LEASE & RENTALS	111,082.70	238,999.98	116,299.96	-53.52
				5130000000 ** DEPRECIATION				
23,532.21	0.00	22,193.24	100.00%	5130201000 PASSENGER SHELTER DEPRECIATIO	70,596.63	0.00	66,579.72	100.00
475,655.87	0.00	433,231.39	100.00%	5130401000 REVENUE VEHICLE DEPRECIATION	1,426,967.61	0.00	1,299,694.17	100.00
7,039.01	0.00	7,039.03	100.00%	5130516000 SERVICE VEHICLE DEPRECIATION	21,117.03	0.00	21,117.09	100.00
5,904.04	0.00	5,904.05	100.00%	5130704000 GARAGE EQUIP DEPRECIATION	17,712.12	0.00	17,712.15	100.00
926.67	0.00	4,121.53	100.00%	5130901000 REVENUE VEHICLE RADIO EQUIP DE	2,780.01	0.00	12,364.59	100.00
6,328.79	0.00	7,206.48	100.00%	5131016000 COMPUTER EQUIP DEPRECIATION	18,986.37	0.00	21,619.44	100.00
0.00	0.00	0.00	0.00%	5131116000 REVENUE COLLECTION EQUIP DEPR	0.00	0.00	0.00	0.00
139,872.23	0.00	129,039.62	100.00%	5131216000 G&A FACILITIES DEPRECIATION	419,616.69	0.00	387,118.86	100.00
3,121.70	0.00	2,820.03	100.00%	5131316000 G&A SYSTEM DEVELOPMENT DEPR	9,365.10	0.00	8,460.09	100.00
253.57	0.00	253.56	100.00%	5131416000 MISCELLANEOUS EQUIP DEPR	760.71	0.00	760.68	100.00
0.00	0.00	0.00	0.00%	5131516000 OFFICE EQUIP DEPRECIATION	0.00	0.00	0.00	0.00
662,634.09	0.00	611,808.93	100.00%	5139999900 ** TOTAL DEPRECIATION	1,987,902.27	0.00	1,835,426.79	100.00
0.00	0.00	0.00	0.00%	5170116000 DEBT SERVICE ON EQUIPMENT & FA	0.00	0.00	0.00	0.00
4,354,849.96	4,174,916.66	4,237,133.39	4.31%	5999990000 **** TOTAL EXPENSES ****	12,924,603.31	12,524,749.98	12,213,132.09	3.19

From Fiscal Year: Thru Fiscal Year:		-	Division: 00 Champaign Urbana Mass Trans	it District		As of: 9/3	0/2022
Sep-2022	Budget This Period	Sep-2021	Act/Bgt Var %	Jul Actual Ytd	-2022 thru Sep-2022 Budget Ytd	Last Ytd	Act/Bgt Var %
1,422,544.45	6,816,170.83	-21,177.89	-79.13% 5999999800 NET SURPLUS (DEFICIT)	1,174,141.38	20,448,512.49	-161,584.27	-94.26%

From Date: 9/01/2022

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
157653	01-Sep-22	A2488	AFLAC GROUP INSURANCE	\$223.36		\$223.36	
157654	01-Sep-22	A5085	AMERENIP	\$39.94		\$39.94	
157655	01-Sep-22	A8006	AT & T MOBILITY LLC	\$180.78		\$180.78	
157656	01-Sep-22	A85755	AUTOMOTIVE COLOR & SUPPLY CORP	\$65.67		\$65.67	
157657	01-Sep-22	B0090	BAE SYSTEMS CONTROLS, INC.	\$1,300.00		\$1,300.00	
157658	01-Sep-22	B3555	BIRKEY'S FARM STORE, INC.	\$2,070.36		\$2,070.36	
157659	01-Sep-22	C2165	CENTRAL ILLINOIS TRUCKS	\$4,979.90		\$4,979.90	
157660	01-Sep-22	C3100	CHELSEA FINANCIAL GROUP, LTD.	\$38,156.08		\$38,156.08	
157661	01-Sep-22	C3105	CHEMICAL MAINTENANCE INC. CLARKE POWER SERVICES, INC.	\$1,631.59		\$1,631.59 \$39.36	
157662 157663	01-Sep-22 01-Sep-22	C4511 C4588	CLEAN UNIFORM COMPANY	\$39.36 \$719.84		\$719.84	
157664	01-Sep-22	C6259	COMMERCE BANK CREDIT CARD	\$4,745.93		\$4,745.93	
157665	01-Sep-22	C7301	JACINDA CRAWMER	\$100.00		\$100.00	
157666	01-Sep-22	C8450	CU HARDWARE COMPANY	\$41.71		\$41.71	
157667	01-Sep-22	D0423	DAVE & HARRY LOCKSMITHS	\$47.74		\$47.74	
157668	01-Sep-22	D2012	DEAN'S GRAPHICS	\$1,584.00		\$1,584.00	
157669	01-Sep-22	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$146.40		\$146.40	
157670	01-Sep-22	E5950	LTD TECHNOLOGY SOLUTIONS, INC.	\$4,328.62		\$4,328.62	
157671	01-Sep-22	F0178	TRINA FAIRLEY	\$53.00		\$53.00	
157672	01-Sep-22	F0367	FASTENERS ETC., INC.	\$268.10		\$268.10	
157673	01-Sep-22	F6367	FORD CITY	\$524.60		\$524.60	
157674	01-Sep-22	G2287	GFL ENVIRONMENTAL HOLDINGS (US), INC	\$1,029.02		\$1,029.02	
157675	01-Sep-22	G4293	GLOBAL TECHNICAL SYSTEMS, INC.	\$9,786.05		\$9,786.05	
157676	01-Sep-22	G5519	KARL P. GNADT	\$702.15		\$702.15	
157677	01-Sep-22	I1595	IDENTISYS INCORPORATED	\$204.41		\$204.41	
157678	01-Sep-22	14747	ILLINI FS, INC.	\$52,620.45		\$52,620.45	
157679	01-Sep-22	14841	ILLINOIS PUBLIC RISK FUND	\$23,218.00		\$23,218.00	
157680	01-Sep-22	14878	ILLINOIS PUBLIC TRANSPORTATION ASSN.	\$8,500.00		\$8,500.00	
157681	01-Sep-22	17667	ISAKSEN GLERUM WACHTER, LLC	\$4,055.00		\$4,055.00	
157682	01-Sep-22	18235	I3 BROADBAND - CU	\$654.99		\$654.99	
157683	01-Sep-22	K6095	KOENIG BODY & EQUIPMENT, INC.	\$29,082.15		\$29,082.15	
157684	01-Sep-22	L0440	LAWSON PRODUCTS, INC.	\$129.55		\$129.55	
157685	01-Sep-22	L3506	PATRICK LINDSTROM	\$162.74		\$162.74	
157686	01-Sep-22	M1246	MCMASTER-CARR SUPPLY CO.	\$134.80		\$134.80	
157687 157688	01-Sep-22 01-Sep-22	M1269 M3015	MCS OFFICE TECHNOLOGIES MH EQUIPMENT COMPANY	\$8,302.50 \$1,395.00		\$8,302.50 \$1,395.00	
157689	01-Sep-22 01-Sep-22	N0320	NAPA AUTO PARTS	\$7,395.00 \$774.23		\$774.23	
157699	01-Sep-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$21,651.03		\$21,651.03	
157691	01-Sep-22	O7370	O'REILLY AUTOMOTIVE, INC.	\$483.10		\$483.10	
157692	01-Sep-22	P2256	PETTY CASH (CHANGE FUND)	\$98.00		\$98.00	
157693	01-Sep-22	Q8455	QUILL	\$137.96		\$137.96	
157694	01-Sep-22	R0002	R & B POWDER COAT	\$200.00		\$200.00	
157695	01-Sep-22	R6000	ROBBINS, SCHWARTZ, NICHOLAS, LIFTON & TA	\$150.00		\$150.00	
157696	01-Sep-22	S2046	SECURITAS ELECTRONIC SECURITY INC.	\$201.60		\$201.60	
157697	01-Sep-22	S3010	ANDREW SHALLENBERGER	\$23.95		\$23.95	
157698	01-Sep-22	S3115	DANIEL J. HARTMAN	\$1,740.00	\$260.00	\$1,480.00	
157699	01-Sep-22	S6235	SOUTHERN BUS & MOBILITY INC	\$118.54		\$118.54	
157700	01-Sep-22	S6517	GREGORY SPANGLO	\$53.13		\$53.13	
157701	01-Sep-22	S6690	SPIRAL BINDING LLC	\$532.00		\$532.00	
157702	01-Sep-22	T7510	TROPHYTIME	\$67.55		\$67.55	
157703	01-Sep-22	T7594	TRUCK TRENDS, INC.	\$350.00		\$350.00	
157704	01-Sep-22	T9072	TWIN CITY INDUSTRIAL RUBBER, INC.	\$12.85		\$12.85	
157705	01-Sep-22	U5180	UNITED PARCEL SERVICE	\$99.01		\$99.01	
157706	01-Sep-22	U5998	UNIVERSITY OF ILLINOIS	\$32,732.83		\$32,732.83	
157707	01-Sep-22	U7357	CITY OF URBANA	\$35.00		\$35.00	
157708	08-Sep-22	A1934	ADVANCE AUTO PARTS	\$217.39		\$217.39	
157709	08-Sep-22	A2488	AFLAC GROUP INSURANCE	\$223.36		\$223.36	
157710	08-Sep-22	A5085	AMERENIP	\$729.29		\$0.00	
157711	08-Sep-22	A8007	AT & T	\$1,510.17		\$1,510.17	
157712	08-Sep-22	A8155	ATLAS CAB	\$2,652.00		\$2,652.00	
157713	08-Sep-22	A85755	AUTOMOTIVE COLOR & SUPPLY CORP	\$65.67		\$65.67	
157714	08-Sep-22	B0433	DREW BARGMANN BIDKEVIS EARM STORE INC	\$565.68 \$3,833.53		\$565.68 \$3.822.53	
157715	08-Sep-22	B3555	BIRKEY'S FARM STORE, INC.	\$3,822.53		\$3,822.53	

From Date: 9/01/2022

CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
157716	08-Sep-22	B4519	BARBARA BLAKLEY	\$97.78		\$97.78	
157717	08-Sep-22	C30471	CHAMPAIGN COUNTY MENTAL HEALTH BOARD	\$50.00		\$50.00	
157718	08-Sep-22	C3105	CHEMICAL MAINTENANCE INC.	\$792.84		\$792.84	
157719	08-Sep-22	C4511	CLARKE POWER SERVICES, INC.	\$394.68		\$394.68	
157720	08-Sep-22	C4588	CLEAN UNIFORM COMPANY	\$632.39		\$632.39	
157721	08-Sep-22	C6258	COLUMBIA STREET ROASTERY	\$251.30		\$251.30	
157722	08-Sep-22	C6263	COMCAST CABLE	\$510.96		\$510.96	
157723	08-Sep-22	C8500	CUMMINS INC.	\$810.47		\$810.47	
157724	08-Sep-22	D2850	DEVELOPMENTAL SERVICES	\$44,073.00		\$44,073.00	
157725	08-Sep-22	D3575	DIRECT ENERGY BUSINESS DIRECT ENERGY BUSINESS	\$59,927.09 \$1,927.37		\$59,927.09	
157726 157727	08-Sep-22 08-Sep-22	D3576 F0367	FASTENERS ETC., INC.	\$1,927.37 \$344.18		\$1,927.37 \$344.18	
157728	08-Sep-22	G4293	GLOBAL TECHNICAL SYSTEMS, INC.	\$2,515.01		\$2,515.01	
157729	08-Sep-22	G7308	GRAINGER	\$682.10		\$682.10	
157730	08-Sep-22	H3564	HIRERIGHT GIS INTERMEDIATE CORP, INC.	\$2,673.25	\$212.45	\$2,460.80	
157731	08-Sep-22	14747	ILLINI FS, INC.	\$168.00	Ψ212.40	\$168.00	
157732	08-Sep-22	14790	ILLINOIS-AMERICAN WATER	\$390.42		\$390.42	
157733	08-Sep-22	15562	INDIANA STANDARDS LABORATORY	\$245.00		\$245.00	
157734	08-Sep-22	15904	INTERSTATE BATTERIES	\$537.40		\$537.40	
157735	08-Sep-22	J0320	JANITOR & MAINTENANCE SUPPLIES, INC.	\$290.24		\$290.24	
157736	08-Sep-22	K2166	KEMPER INDUSTRIAL EQUIP.	\$564.50		\$564.50	
157737	08-Sep-22	L2005	DONALD DAVID OWEN	\$4,587.50		\$4,587.50	
157738	08-Sep-22	L6446	LOWE'S	\$184.31		\$184.31	
157739	08-Sep-22	M2179	MENARD'S	\$214.79		\$214.79	
157740	08-Sep-22	N0320	NAPA AUTO PARTS	\$142.97		\$142.97	
157741	08-Sep-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$19,424.64		\$19,424.64	
157742	08-Sep-22	N2295	THE NEWS GAZETTE	\$149.00		\$149.00	
157743	08-Sep-22	O7370	O'REILLY AUTOMOTIVE, INC.	\$883.38		\$883.38	
157744	08-Sep-22	P2255	PETTY CASH (GENERAL FUND)	\$338.93		\$338.93	
157745	08-Sep-22	P4521	CYNTHIA HOYLE	\$2,990.00		\$2,990.00	
157746	08-Sep-22	P4525	NORMA MCFARLAND	\$463.82		\$463.82	
157747	08-Sep-22	P8690	PYROLYX TIRE RECYCLING, LLC	\$504.00		\$504.00	
157748	08-Sep-22	S1143	SCHINDLER ELEVATOR CORP.	\$2,042.51		\$2,042.51	
157749	08-Sep-22	S3003	RUSSELL E SHAFFER III	\$396.00		\$396.00	
157750	08-Sep-22	S5192	S.J. SMITH WELDING SUPPLY	\$396.90		\$396.90	
157751	08-Sep-22	S6235	SOUTHERN BUS & MOBILITY INC	\$670.58		\$670.58	
157752	08-Sep-22	S6850	ANDREW SPRAGUE	\$72.38		\$72.38	
157753	08-Sep-22	S8061 T0474	STERICYCLE, INC.	\$186.58		\$186.58 \$2,559.18	
157754 157755	08-Sep-22 08-Sep-22	U5180	TAYLOR & BLACKBURN UNITED PARCEL SERVICE	\$2,559.18 \$120.46		\$2,559.16 \$120.46	
157756	08-Sep-22	U7355	U-C SANITARY DISTRICT	\$3,177.57		\$3,177.57	
157757	08-Sep-22	U7385	URBANA TRUE TIRES	\$1,836.27		\$1,836.27	
157758	08-Sep-22	U7653	US BANK VENDOR SERVICES	\$1,849.94	\$183.98	\$1,665.96	
157759	08-Sep-22	V0240	THOMAS VALENCIA	\$510.00	Ψ100.00	\$510.00	
157760	08-Sep-22	V2233	VERIZON WIRELESS	\$554.73		\$554.73	
157761	08-Sep-22	V3590	VITAL EDUCATION & SUPPLY, INC.	\$40.86		\$40.86	
157762	08-Sep-22	W3457	GERVAISE L. WILLIAMS	\$53.36		\$53.36	
157763	08-Sep-22	S2040	SECRETARY OF STATE	\$6.00		\$6.00	
157764	15-Sep-22	A1934	ADVANCE AUTO PARTS	\$96.01		\$96.01	
157765	15-Sep-22	A5085	AMERENIP	\$3,726.47		\$3,726.47	
157766	15-Sep-22	A85755	AUTOMOTIVE COLOR & SUPPLY CORP	\$162.09		\$162.09	
157767	15-Sep-22	B0090	BAE SYSTEMS CONTROLS, INC.	\$1,186.95		\$1,186.95	
157768	15-Sep-22	B0240	BALLARD POWER SYSTEMS INC.	\$157.00		\$157.00	
157769	15-Sep-22	B3555	BIRKEY'S FARM STORE, INC.	\$801.92		\$801.92	
157770	15-Sep-22	B4788	BLOSSOM BASKET FLORIST	\$162.00		\$162.00	
157771	15-Sep-22	C2165	CENTRAL ILLINOIS TRUCKS	\$978.69		\$978.69	
157772	15-Sep-22	C3042	CHAMPAIGN MOTORS INC	\$1,031.40		\$1,031.40	
157773	15-Sep-22	C3105	CHEMICAL MAINTENANCE INC.	\$1,820.95		\$1,820.95	
157774	15-Sep-22	C4588	CLEAN UNIFORM COMPANY	\$1,098.59		\$1,098.59	
157775	15-Sep-22	C6258	COLUMBIA STREET ROASTERY	\$188.50		\$188.50	
157776	15-Sep-22	C6263	COMCAST CABLE	\$299.85		\$299.85	
157777	15-Sep-22	C6284	CONSOLIDATED COMMUNICATIONS ENTERPRISE S	\$180.00		\$180.00	
157778	15-Sep-22	C8450	CU HARDWARE COMPANY	\$69.62		\$69.62	

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CheckNo	ReferenceDate	Reference	Payee	CheckAmount	Portion	Portion	Voided
157779	15-Sep-22	D0271	DANVILLE MASS TRANSIT	\$978.50		\$978.50	
157780	15-Sep-22	D2012	DEAN'S GRAPHICS	\$4,046.00		\$4,046.00	
157781	15-Sep-22	D2110	DE LAGE LANDEN FINANCIAL SERVICES, INC.	\$1,878.89		\$1,878.89	
157782	15-Sep-22	F6367	FORD CITY	\$418.96		\$418.96	
157783	15-Sep-22	G7308	GRAINGER	\$390.83		\$390.83	
157784	15-Sep-22	17667	ISAKSEN GLERUM WACHTER, LLC	\$340.00		\$340.00	
157785	15-Sep-22	J6136	JOHNSON CONTROLS FIRE PROTECTION LP	\$1,107.79		\$1,107.79	
157786	15-Sep-22	L0440	LAWSON PRODUCTS, INC.	\$39.00		\$39.00	
157787	15-Sep-22	L6285	LOOMIS	\$229.72		\$229.72	
157788	15-Sep-22	L9642	LYNN A. UMBARGER	\$1,200.00		\$1,200.00	
157789	15-Sep-22	M1269	MCS OFFICE TECHNOLOGIES	\$2,413.25		\$2,413.25	
157790	15-Sep-22	M2179	MENARD'S	\$169.40		\$169.40	
157791	15-Sep-22	M2310	MEYER CAPEL	\$408.00		\$408.00	
157792	15-Sep-22	M6337	MORRIS-CROKER LLC	\$84.33		\$84.33	
157793	15-Sep-22	M9548	MYERS TIRE SUPPLY	\$141.01		\$141.01	
157794	15-Sep-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$26,116.52		\$26,116.52	
157795	15-Sep-22	N3395	GARY NICHOLAS	\$50.67		\$50.67	
157796	15-Sep-22	O7370	O'REILLY AUTOMOTIVE, INC.	\$1,092.49		\$1,092.49	
157797	15-Sep-22	Q8455	QUILL	\$29.18		\$29.18	
157798	15-Sep-22	S0254	SAM'S CLUB	\$747.54		VOID	
157799	15-Sep-22	S1143	SCHINDLER ELEVATOR CORP.	\$834.42		\$834.42	
157800	15-Sep-22	S2046	SECURITAS ELECTRONIC SECURITY INC.	\$145.00		\$145.00	
157801	15-Sep-22	S2227	SERV-U	\$39.50		\$39.50	
157802	15-Sep-22	S3115	DANIEL J. HARTMAN	\$3,333.00	\$280.00	\$3,053.00	
157803	15-Sep-22	S4018	SK SERVICE CORP	\$4,813.00		\$4,813.00	
157804	15-Sep-22	S6235	SOUTHERN BUS & MOBILITY INC	\$602.88		\$602.88	
157805	15-Sep-22	S6962	SPX CORPORATION	\$1,504.02		\$1,504.02	
157806	15-Sep-22	T0475	GRANT TAYLOR	\$741.23		\$741.23	
157807	15-Sep-22	T7594	TRUCK TRENDS, INC.	\$80.00		\$80.00	
157808	15-Sep-22	T9069	TWILIO INC	\$927.05		\$927.05	
157809	15-Sep-22	U5180	UNITED PARCEL SERVICE	\$304.54		\$304.54	
157810	15-Sep-22	U7355	U-C SANITARY DISTRICT	\$2,114.15		\$2,114.15	
157811	15-Sep-22	U7357	CITY OF URBANA	\$2,309.67		\$2,309.67	
157812	15-Sep-22	W3586	BRADLEY P. WITT	\$1,118.54		\$1,118.54	
157813	15-Sep-22	C2156	CENTER FOR TRANSPORTATION & THE ENVIRONM	\$8,169.61		\$8,169.61 \$198.80	
157814 157815	15-Sep-22 15-Sep-22	C2165 C2172	CENTRAL ILLINOIS TRUCKS CMS/LGHP	\$198.80 \$467,458.00	\$3,710.00	\$463,748.00	
157816	15-Sep-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$1,312.26	ψ3,7 10.00	\$1,312.26	
157817	15-Sep-22	O7450	ORKIN EXTERMINATING CO.	\$4,325.00		\$4,325.00	
157818	15-Sep-22	R2175	RELIABLE PLUMBING & HEATING COMPANY	\$10,695.00		\$10,695.00	
157819	22-Sep-22	A5085	AMERENIP	\$39.56		\$39.56	
157820	22-Sep-22	A7545	ILLINI GLASS SOLUTIONS	\$490.40		\$490.40	
157821	22-Sep-22	A8007	AT & T	\$592.30		\$592.30	
157822	22-Sep-22	A8011	AT&T MOBILITY-CC	\$918.17		\$918.17	
157823	22-Sep-22	A8012	AT&T	\$157.05		\$157.05	
157824	22-Sep-22	B0090	BAE SYSTEMS CONTROLS, INC.	\$1,370.00		\$1,370.00	
157825	22-Sep-22	B2005	VICTORIA BEACH	\$2,700.00		\$2,700.00	
157826	22-Sep-22	B3555	BIRKEY'S FARM STORE, INC.	\$830.50		\$830.50	
157827	22-Sep-22	C0350	CARDMEMBER SERVICE	\$19,187.31		\$19,187.31	
157828	22-Sep-22	C0372	LOGAN CARR	\$771.93		\$771.93	
157829	22-Sep-22	C2165	CENTRAL ILLINOIS TRUCKS	\$11,753.80		\$11,753.80	
157830	22-Sep-22	C2995	PAUL CHAMBERLAIN	\$54.50		\$54.50	
157831	22-Sep-22	C3042	CHAMPAIGN MOTORS INC	\$730.45		\$730.45	
157832	22-Sep-22	C3100	CHELSEA FINANCIAL GROUP, LTD.	\$35,585.40		\$35,585.40	
157833	22-Sep-22	C3105	CHEMICAL MAINTENANCE INC.	\$1,165.96		\$1,165.96	
157834	22-Sep-22	C4511	CLARKE POWER SERVICES, INC.	\$13,123.35		\$13,123.35	
157835	22-Sep-22	C4588	CLEAN UNIFORM COMPANY	\$49.85		\$49.85	
157836	22-Sep-22	C6258	COLUMBIA STREET ROASTERY	\$100.00		\$100.00	
157837	22-Sep-22	C6259	COMMERCE BANK CREDIT CARD	\$6,311.04		\$6,311.04	
157838	22-Sep-22	C6263	COMCAST CABLE	\$320.29		\$320.29	
157839	22-Sep-22	D0423	DAVE & HARRY LOCKSMITHS	\$1,848.00		\$1,848.00	
157840	22-Sep-22	D2012	DEAN'S GRAPHICS	\$90.00		\$90.00	
157841	22-Sep-22	D2550	TERESA DESMOND	\$44.96		\$44.96	

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CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
157842	22-Sep-22	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$291.05		\$291.05	
157843	22-Sep-22	F0367	FASTENERS ETC., INC.	\$256.26		\$256.26	
157844	22-Sep-22	F6367	FORD CITY	\$316.78		\$316.78	
157845	22-Sep-22	F6414	RANDAL FOUTS	\$21.21		\$21.21	
157846	22-Sep-22	G0350	QUINTON GARRETT	\$961.30		\$961.30	
157847	22-Sep-22	G2320	GETZ FIRE EQUIPMENT CO.	\$465.00		\$465.00	
157848 157849	22-Sep-22 22-Sep-22	G6300 G6555	GOODYEAR TIRE & RUBBER CO DAVID GOLDENBAUM	\$13,116.61 \$264.48		\$13,116.61 \$264.48	
157850	22-Sep-22 22-Sep-22	H6230	HOLLY BIRCH SMITH	\$740.00		\$740.00	
157851	22-Sep-22	14770	ILLINI PLASTICS SUPPLY	\$4,147.60		\$4,147.60	
157852	22-Sep-22	14770	ILLINOIS-AMERICAN WATER	\$734.69		\$734.69	
157853	22-Sep-22	14975	IL WORKERS' COMPENSATION COMMISSION	\$30.58		\$30.58	
157854	22-Sep-22	15562	INDIANA STANDARDS LABORATORY	\$111.00		\$111.00	
157855	22-Sep-22	J6136	JOHNSON CONTROLS FIRE PROTECTION LP	\$9,183.89		\$9,183.89	
157856	22-Sep-22	L3395	LIFE FITNESS	\$643.06		\$643.06	
157857	22-Sep-22	L8605	CHARLES LUTZ	\$88.00		\$88.00	
157858	22-Sep-22	M1246	MCMASTER-CARR SUPPLY CO.	\$1,250.67		\$1,250.67	
157859	22-Sep-22	M2179	MENARD'S	\$68.72		\$68.72	
157860	22-Sep-22	N0320	NAPA AUTO PARTS	\$326.80		\$326.80	
157861	22-Sep-22	N0350	KENNETH L. NAPPER	\$309.48		VOID	
157862	22-Sep-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$10,669.79		\$10,669.79	
157863	22-Sep-22	O7370	O'REILLY AUTOMOTIVE, INC.	\$1,988.66		\$1,988.66	
157864	22-Sep-22	O7450	ORKIN EXTERMINATING CO.	\$250.00		\$250.00	
157865	22-Sep-22	P2257	PETTY CASH (MAINTENANCE)	\$391.01		\$391.01	
157866	22-Sep-22	Q8455	QUILL	\$25.52		\$25.52	
157867	22-Sep-22	R6120	ROGARDS OFFICE PRODUCTS	\$496.39		\$496.39	
157868	22-Sep-22	S0060	SAFEWORKS ILLINOIS	\$2,544.00	\$175.00	\$2,369.00	
157869	22-Sep-22	S2227	SERV-U	\$25.00		\$25.00	
157870	22-Sep-22	S3086	SHERWIN-WILLIAMS	\$5.26		\$5.26	
157871	22-Sep-22	S5192	S.J. SMITH WELDING SUPPLY	\$89.28		\$89.28	
157872	22-Sep-22	S6235	SOUTHERN BUS & MOBILITY INC	\$13,597.62		\$13,597.62	
157873	22-Sep-22	T0474	TAYLOR & BLACKBURN	\$0.00		\$0.00	X
157874	22-Sep-22	U5180	UNITED PARCEL SERVICE	\$201.76		\$201.76	
157875	22-Sep-22	U7385	URBANA TRUE TIRES	\$1,632.71		\$1,632.71	
157876 157877	22-Sep-22 22-Sep-22	V2215 W0020	VERITECH, INC. JACK WAALER	\$2,437.00 \$810.00		\$2,437.00 \$810.00	
157878	22-Sep-22	W6365	QT RENTS LLC	\$732.46		\$732.46	
157879	29-Sep-22	A0003	A & A CONCRETE, LLC	\$4,576.39		\$4,576.39	
157880	29-Sep-22	A1934	ADVANCE AUTO PARTS	\$143.51		\$143.51	
157881	29-Sep-22	A5085	AMERENIP	\$385.38		\$385.38	
157882	29-Sep-22	A5108	AMERICAN DOWELL SIGN CO., INC.	\$3,184.35		\$3,184.35	
157883	29-Sep-22	B3555	BIRKEY'S FARM STORE, INC.	\$252.12		\$252.12	
157884	29-Sep-22	B4788	BLOSSOM BASKET FLORIST	\$112.00		\$112.00	
157885	29-Sep-22	C2165	CENTRAL ILLINOIS TRUCKS	\$3,339.63		\$3,339.63	
157886	29-Sep-22	C3105	CHEMICAL MAINTENANCE INC.	\$1,670.56		\$1,670.56	
157887	29-Sep-22	C4511	CLARKE POWER SERVICES, INC.	\$938.04		\$938.04	
157888	29-Sep-22	C4588	CLEAN UNIFORM COMPANY	\$578.11		\$578.11	
157889	29-Sep-22	C6408	COUNTRY ARBORS NURSERY, INC.	\$77.00		\$77.00	
157890	29-Sep-22	D2012	DEAN'S GRAPHICS	\$1,869.00		\$1,869.00	
157891	29-Sep-22	D3575	DIRECT ENERGY BUSINESS	\$39,671.51		\$39,671.51	
157892	29-Sep-22	D8520	DUNCAN SUPPLY CO. INC.	\$57.77		\$57.77	
157893	29-Sep-22	D8587	DUST & SON OF CHAMPAIGN COUNTY, INC	\$132.18		\$132.18	
157894	29-Sep-22	F0178	TRINA FAIRLEY	\$74.25		\$74.25	
157895	29-Sep-22	F6367	FORD CITY	\$83.64		\$83.64	
157896	29-Sep-22	G5519	KARL P. GNADT	\$1,641.08		\$1,641.08	
157897	29-Sep-22	G6300	GOODYEAR TIRE & RUBBER CO	\$200.00		\$200.00	
157898	29-Sep-22	G6555	DAVID GOLDENBAUM	\$30.32		\$30.32	
157899	29-Sep-22	G7308	GRAINGER	\$605.00		\$605.00	
157900	29-Sep-22	14745	ILLINI CONTRACTORS SUPPLY	\$24.54		\$24.54	
157901	29-Sep-22	14790	ILLINOIS-AMERICAN WATER	\$2,128.27		\$2,128.27	
157902	29-Sep-22	J0031	NOLAN JACKSON	\$81.74		\$81.74	
157903	29-Sep-22	J0320 M1246	JANITOR & MAINTENANCE SUPPLIES, INC.	\$253.74		\$253.74 \$31.03	
157904	29-Sep-22	M1246	MCMASTER-CARR SUPPLY CO.	\$31.03		\$31.03	

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CheckNo	ReferenceDate	Reference	Payee	CheckAmount	C-CARTS Portion	MTD Portion	Voided
157905	29-Sep-22	M1269	MCS OFFICE TECHNOLOGIES	\$4,162.40	TOTALON	\$4.162.40	
157906	29-Sep-22	M2179	MENARD'S	\$100.64		\$100.64	
157907	29-Sep-22	M2310	MEYER CAPEL	\$3,873.50		\$3,873.50	
157908	29-Sep-22	M3015	MH EQUIPMENT COMPANY	\$7,725.65		\$7,725.65	
157909	29-Sep-22	N0320	NAPA AUTO PARTS	\$197.40		\$197.40	
157910	29-Sep-22	N2292	THE AFTERMARKET PARTS COMPANY, LLC.	\$403.99		\$403.99	
157911	29-Sep-22	N2295	THE NEWS GAZETTE	\$144.00		\$144.00	
157912	29-Sep-22	07370	O'REILLY AUTOMOTIVE, INC.	\$829.23		\$829.23	
157913	29-Sep-22	S0060	SAFEWORKS ILLINOIS	\$2,360.00	\$285.00	\$2,075.00	
157914	29-Sep-22	S3501	CHARLES SIMPSON	\$81.74	Ψ200.00	\$81.74	
157915	29-Sep-22	S6235	SOUTHERN BUS & MOBILITY INC	\$1,993.36		\$1,993.36	
157916	29-Sep-22	S8601	TOM SUTTON	\$82.77		\$82.77	
157917	29-Sep-22	T0474	TAYLOR & BLACKBURN	\$3,104.64		\$3,104.64	
157918	29-Sep-22	T2067	DANIEL E. TEEGARDEN	\$40.96		\$40.96	
157919	29-Sep-22	T2205	CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN	\$1,081.47		\$1,081.47	
157920	29-Sep-22	T7510	TROPHYTIME	\$19.30		\$19.30	
157921	29-Sep-22	U7385	URBANA TRUE TIRES	\$39.95		\$39.95	
157922	29-Sep-22	V2233	VERIZON WIRELESS	\$360.10	\$360.10	\$0.00	
9012022	01-Sep-22	D3100	DIVVY	\$1,360.38	, , , , , ,	\$1,360.38	
9032022	02-Sep-22	S8020	STANDARD INSURANCE COMPANY	\$5,391.78		\$5,391.78	
9042022	07-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$7,550.52		\$7,550.52	
9052022	07-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$19.23		\$19.23	
9062022	06-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$20,954.90		\$20,954.90	
9072022	07-Sep-22	A2487	AFLAC	\$5,605.74		\$5,605.74	
9082022	01-Sep-22	S8020	STANDARD INSURANCE COMPANY	\$2,379.93	\$19.60	\$2,360.33	
9092022	09-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$24.16		\$24.16	
9102022	09-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$10,495.10		\$10,495.10	
9122022	12-Sep-22	14830	I.M.R.F.	\$252,746.40		\$252,746.40	
9122210	12-Sep-22	14830	I.M.R.F.	\$3,958.69	\$2,769.50	\$1,189.19	
9162022	19-Sep-22	U7359	URBANA MUNICIPAL EMPL. CREDIT UNION	\$41,517.38		\$41,517.38	
9202022	20-Sep-22	D3100	DIVVY	\$1,631.21		\$1,631.21	
9212022	20-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$7,536.21		\$7,536.21	
9222022	20-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$10,665.49		\$10,665.49	
9262022	20-Sep-22	10025	VANTAGEPOINT TRANSFER AGENTS - 301281	\$20,982.69		\$20,982.69	
9272022	27-Sep-22	D3100	DIVVY	\$3,443.99		\$3,443.99	
9302022	29-Sep-22	U7359	URBANA MUNICIPAL EMPL. CREDIT UNION	\$41,958.11		\$41,958.11	
				\$1,691,995.72	\$8,255.63	\$1,683,740.09	

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CheckNo	ReferenceDate	Reference	Payee	Check Amount	C-CARTS Portion	MTD Portion
ACH	02-Sep-22	242604-B2180	BENEFIT PLANNING CONSULTANTS, INC.	\$689.00		\$689.00
ACH	02-Sep-22	242604-K2190	KEN'S OIL SERVICE, INC.	\$33,468.63		\$33,468.63
ACH	02-Sep-22	242604-N2290	NEW FLYER INDUSTRIES	\$683,234.80		\$683,234.80
ACH	02-Sep-22	242604-S6865	SPRINGFIELD ELECTRIC	\$319.75		\$319.75
ACH	08-Sep-22	242792-C0275	CCMSI	\$4,375.00		\$4,375.00
ACH	08-Sep-22	242792-E3390	EIGHT 22, LLC	\$6,000.00		\$6,000.00
ACH	08-Sep-22	242792-G7375	GRIMCO, INC	\$1,133.18		\$1,133.18
ACH	08-Sep-22	242792-K2190	KEN'S OIL SERVICE, INC.	\$65,848.10		\$65,848.10
ACH	08-Sep-22	242792-K3575	KIRK'S AUTOMOTIVE	\$4,700.00		\$4,700.00
ACH	08-Sep-22	242792-T2225	TERMINAL SUPPLY COMPANY	\$125.00		\$125.00
ACH	08-Sep-22	242792-T7315	TRANSPORTATION FOR AMERICA	\$1,250.00		\$1,250.00
ACH	14-Sep-22	243078-L9665	LYONS ELECTRIC COMPANY, INC	\$0.00		\$0.00
ACH	15-Sep-22	243136-C0275	CCMSI	\$0.00		\$0.00
ACH	15-Sep-22	243136-D2126	DELL MARKETING LP	\$0.00		\$0.00
ACH	15-Sep-22	243136-G7375	GRIMCO, INC	\$0.00		\$0.00
ACH	15-Sep-22	243136-K2190	KEN'S OIL SERVICE, INC.	\$0.00		\$0.00
ACH	16-Sep-22	243199-C0275	CCMSI	\$70.00		\$70.00
ACH	16-Sep-22	243199-D2126	DELL MARKETING LP	\$10,711.19		\$10,711.19
ACH	16-Sep-22	243199-G7375	GRIMCO, INC	\$754.38		\$754.38
ACH	16-Sep-22	243199-K2190	KEN'S OIL SERVICE, INC.	\$58,280.41		\$58,280.41
ACH	16-Sep-22	243199-L9665	LYONS ELECTRIC COMPANY, INC	\$43,113.17		\$43,113.17
ACH	16-Sep-22	243199-N2290	NEW FLYER INDUSTRIES	\$1,024,852.20		\$1,024,852.20
ACH	27-Sep-22	243632-B2180	BENEFIT PLANNING CONSULTANTS, INC.	\$889.00		\$889.00
ACH	27-Sep-22	243632-C0275	CCMSI	\$140.00	\$35.00	\$105.00
ACH	27-Sep-22	243632-E5900	EAN SERVICES, LLC	\$3,233.85		\$3,233.85
ACH	27-Sep-22	243632-G0204	GALLAGHER BENEFIT SERVICES, INC	\$13,676.25		\$13,676.25
ACH	27-Sep-22	243632-K2190	KEN'S OIL SERVICE, INC.	\$28,718.22		\$28,718.22
ACH	27-Sep-22	243632-N2290	NEW FLYER INDUSTRIES	\$341,617.40		\$341,617.40
ACH	30-Sep-22	243844-K2190	KEN'S OIL SERVICE, INC.	\$27,197.76		\$27,197.76
ACH	30-Sep-22	243844-K3575	KIRK'S AUTOMOTIVE	\$1,609.50		\$1,609.50
ACH	30-Sep-22	243844-M2149	MESIROW INSURANCE SERVICES, INC.	\$1,053.00		\$1,053.00
				\$2,357,059.79	\$35.00	\$2,357,024.79

Champaign Urbana Mass Transit District Accounts Payable Check Disbursement List

Checking Account #: 011-8189-0

FLEX CHECKING-BUSEY BANK

From Date: 9/30/2022 Thru Date: 9/30/2022

Check #	Check Date	Ref#	Name		Amount	Voided
9302022	9/30/2022	F4640	FLEX-EMPLOYEE REIMB.		\$7,669.11	
				Total:	\$7,669.11	



		Fiscal Year 2023							
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal Year to Date				
Financial Information	Actual	Actual	Actual	Actual	Actual				
Total Expenses (-)	\$220,040.29				\$220,040.29				
Passenger Revenue (+)	\$10,844.96				\$10,844.96				
Rantoul Service Contract (+)	\$25,784.19				\$25,784.19				
IDOT Reimbursement (+) (DOAP, 5311 & CARES Funding)	\$183,411.14				\$183,411.14				
Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

		Fiscal Year 2023				
Other Information	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Fiscal Year to Date	
CUMTD G&A Hours	308				308	
CUMTD G&A Cost	\$17,580.61				\$17,580.61	
Ridership	5,302				5,302	
Revenue Miles	64,682				64,682	
Revenue Hours	3,120				3,120	

MTD - Bank & Investment Balances

Financial Institution	Bank Bal @ 09/30/22	Interest Rate	Maturity
Busey Bank			
Payroll	\$5,000.00	-	-
Illinois Terminal - Square POS	\$21,254.82	-	-
Operating	\$350,000.00	-	-
C-CARTS	\$65,456.68	-	-
Sec 125 Flexible Spending Plan	\$62,617.50	-	-
ATM	\$26,224.82	-	-
Money Market	\$18,391,222.96	0.25%	-
First Mid Bank	\$12,899,417.17	0.60%	-
Prospect Bank	\$7,489,636.20	0.44%	-
Morgan Stanley			
Cash	\$1,484,291.12	0.15%	-
CD - Enerbank USA Salt Lake City, UT	\$250,042.50	0.27%	10/19/2022
CD - UBS Bank USA Salt Lake City, UT	\$250,062.50	0.28%	10/24/2022
CD - Accrued Interest	\$385.73		-

Total \$41,295,612.00



To: Board of Trustees

From: Karl Gnadt, Managing Director

Date: 10/26/2022

Subject: Property Tax Levy RY2022, payable CY2023

- A. Introduction Resolution setting the Levy amount for the District in Revenue Year 2022 to be paid in Calendar year 2023.
- B. Recommended Action Staff recommends approval of the attached Resolution setting the Levy for the above referenced year.
- C. Prior Trustee Action The Board passes a Resolution setting the Levy each October and then passes the Levy Ordinance in the following December.
- D. Summary –The <u>new</u> valuations that are, or might be, available are primarily made up of the properties that belong to OSF and Carle Foundation Hospital. The parcels may or may not come onto the tax rolls it is dependent upon how and when the court case winds its way through its current process (at this time, the most recent ruling is under appeal).

It is important to note that this percentage does NOT represent the increase to the homeowner's or business' property tax bill. It is meant to create "room" in the levy to accommodate the new valuations should they become available. If the hospital parcels are not added to the tax rolls, then there will be no impact to the levy. For example, last year's levy was set at 17.38%, but was actually only 5.0% due to the Consumer Price Index (CPI) and the fact that the hospital lawsuits were not resolved.

The District is experiencing several stressors on expenses. Because of the driver shortage, the amount of overtime being paid exceeds any previous annual amount experienced. Employee retention and recruitment are issues as well. Wages and salaries have been adjusted to keep up with current competitive trends.

Excess liability insurance premium rates are regularly increasing 15-30% per year. This is a national situation that all public transit agencies are dealing with. These premiums are one of our single largest "outside" expenses.

There is no quick fix to these problems and the increased expenses are making it difficult to make transfers into the Capital Reserve Account. The Capital Reserve is the funding source for the new stop amenity program (new shelters and benches) and local share of capital projects (like The Yards).

The District has not asked taxpayers for an increase in taxing authority since March, 1977 – more than 45 years. MTD's share of a typical property tax bill is less than 5% of the total tax bill.

E. Community Input – A public hearing will need to be held prior to the adoption of the Levy Ordinance, which will be taken up by the Board at the December 7, 2022 meeting.

RESOLUTION No. 2022-9

A RESOLUTION DETERMINING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY

WHEREAS, an Act to provide procedures for public notice and hearing on tax and levy increases, approved and effective July 29, 1981, and known and cited as "The Truth in Taxation Act" (35 ILCS 200/18-55 et.seq.) (the "Act") requires taxing districts, including the Champaign-Urbana Mass Transit District, to disclose by publication and hold a public hearing on their intention to adopt an aggregate levy in amounts more than 105% of the property taxes extended or estimated to be extended upon the levy of the preceding year; and

WHEREAS, Section 200/18-60 of the Act requires the corporate authority of each taxing district, not less than twenty (20) days prior to the adoption of its aggregate levy ("Levy"), to determine the amounts of money, exclusive of any portion of that Levy attributable to the cost of conducting any election required by the general election law ("Election Costs"), estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

WHEREAS, if the estimate of the corporate authority required to be made as provided in Section 200/18-60 of the Act is more than 105% of the amount extended or estimated to be extended upon the levy of the preceding year, exclusive of the Election Costs, Section 200/18-70 of the Act requires the corporate authority to give public notice of and hold a public hearing on its intent to adopt a levy which is more than 105% of the extensions, exclusive of Election Costs, for the preceding year.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT as follows:

- Section 1. That the Board of Trustees of the Champaign-Urbana Mass Transit District hereby finds and determines as follows:
 - a) That the amounts of money, exclusive of Election Costs, estimated and proposed to be raised by the Levy for the current year upon the taxable property in the Champaign-Urbana Mass Transit District is \$11,724,226.
 - b) That the aggregate amount of property taxes for the Champaign-Urbana Mass Transit District, extended or estimated to be extended upon the levy of the preceding year; exclusive of Election Costs, was \$10,007,891.
 - c) That the increase of the amount estimated and proposed for the current year Levy over the amounts extended or estimated to be extended for the preceding year is \$1,716,335 which is a 17.15% increase over the amount extended upon the levy of the preceding year (exclusive of election costs).
- <u>Section 2.</u> That because the amounts of money, exclusive of any portion of the current year Levy attributable to the costs of conducting an election required by the General Election Law, estimated to be necessary to be raised by taxation for the current year upon the taxable property in this district is more

than 105% of the amount extended upon the Levy of the preceding year, exclusive of Election Costs, prior to the adoption of a Levy Ordinance, a public hearing is necessary to comply with the Truth in Taxation Act.

This Resolution is hereby passed by the affirmative vote, the "Ayes" and "Nays" being called, of a majority of the members of the Board of Trustees of the Champaign-Urbana Mass Transit District at a duly called regular meeting of the said Board of Trustees on the 26th day of October, 2022.

	CHAMPAIGN-URBANA MASS TRANSIT DISTRICT
	Ву:
	Chair, Board of Trustees
APPROVED by the Board of Trustees of t , 2022.	he Champaign-Urbana Mass Transit District this day of
	Elizabeth Brunk, Secretary

MTD Historical Tax Levy Information Since Hospital EAV Litigation

	PROPOSED	ACTUAL
YEAR	LEVY	LEVY
2016	25.0%	2.1%
2017	29.43%	2.1%
2018	21.69%	1.9%
2019	19.91%	2.30%
2020	18.14%	1.40%
2021	17.38%	5.00%
2022	17.15%	

Illinois Dept. of Revenue History of CPI's Used for the PTELL 01/12/2022

		% Change				
		From				
	December	Previous	% Use for			Years Taxes
Year	CPI-U	December	PTELL	Comments	Levy Year	Paid
1991	137.900					
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021
2020	260.474	1.4%	1.4%		2021	2022
2021	278.802	7.0%	5.0%		2022	2023



To: Board of Trustees

From: Karl Gnadt, Managing Director

Date: October 26, 2022

Subject: 2022-2023 Urbana School District #116 Contract

- A. Introduction The purpose of this item is to authorize the execution of an agreement between MTD and Urbana School District #116 for the 2022-2023 school year.
- B. Recommended Action Staff recommends that the Board of Trustees authorize the Managing Director to execute the agreement between the two Districts.
- C. Prior Trustee Action MTD has had annual agreements with District #116 since 1987.
- D. Summary The transportation agreement allows for eligible student access to MTD routes and tripper service. This access is provided for students at Urbana Middle School and Urbana High School only. The Urbana School District #116 Board of Education approved this agreement at their October 18, 2022 meeting.

CHAMPAIGN-URBANA MASS TRANSIT DISTRICT 2022-2023

The following shall constitute the Transportation Agreement for the 2022-2023 school year between the Champaign-Urbana Mass Transit District and the Urbana School District #116.

Champaign-Urbana Mass Transit District

- 1. Transport to and from the Urbana Middle School and the Urbana High School students living in the following subdivisions or areas of the school district:
 - a) Edgewood
 - b) King School Area
 - c) Country Club Apartments
 - d) Ivanhoe Estates
 - e) Prairie School Area
 - f) Yankee Ridge Area
- 2. Transport students on school days as designated by the calendar adopted by the Board of Education for the 2022-2023 school year.
- 3. Provide the loading and unloading of students in the immediate or close proximity to the respective schools.
- 4. Keep adequate liability insurance in force with limits not less than those currently in effect on the date of execution of this Agreement. District #116 shall be listed as an additional insured on the policy and cause a current certificate evidencing such coverage to be delivered to District #116.
- 5. Work cooperatively with the Urbana School District #116 to prevent overcrowding of buses and to minimize numbers of student standees.
- 6. Work cooperatively with the Urbana School District #116 in collection of statistical data on student ridership and quality of service relating to such student ridership.
- 7. Provide a sticker for use on high school ID's to identify eligible high school riders.
- 8. Urbana School District #116 will provide access for an MTD orientation for all 5th grade students. The orientation will include, but not be limited to, comprehensive safety training, bus rider rules and regulations, expectations for student behavior and how to use the MTD system. MTD will offer bus evacuation training for all students grade 6-12 once per year.

Urbana School District #116

- 1. Provide the required bus passes to eligible middle school students.
- 2. Work cooperatively with MTD in providing assistance in the supervision and control of students.

Payment Procedure

- 1. For high school students, the Urbana School District will pay MTD an amount equal to total enrollment of 1,200 x 93.5 rides per student x .50 per ride = \$57,035.
- 2. For middle school students, the Urbana School District will pay MTD an amount equal to total enrollment of 901 x 98.18 rides per student x .50 per ride = \$44,230.
- 3. Additional access for high school students to provide 2 pick-ups every Wednesday at dismissal time for a cost of \$51,374 annually.
- 4. Additional access for middle school students, to provide 2 pick-ups every Wednesday at dismissal time for a cost of \$27,600 annually.
- 5. The MTD will bill the Urbana School District on a monthly basis. Based on a total cost of \$180,239 on a nine-month schedule, each monthly billing will be \$20,026.56.

Karl P. Gnadt

Managing Director

Champaign-Urbana Mass Transit District

President Board of Education

Urbana School District #116



To: Karl Gnadt, Managing Director/CEO

From: Evan Alvarez, Special Services Manager

Date: October 26, 2022

Subject: Renewal of Agreement Regarding Expanded Service in Village of Rantoul (C-CARTS)

- A. Introduction To ensure the continued operation (by C-CARTS) of the Eagle Express (deviated-fixed route service) in the Village of Rantoul between November 1, 2022 and October 31, 2023.
- B. Recommended Action: Staff recommends approval of the attached Service Agreement between MTD and the Rural Transit Advisory Group (RTAG), Champaign County Regional Planning Commission (RPC), and Village of Rantoul by authorizing the Managing Director/CEO to sign the agreement on behalf of MTD.
- C. Prior Trustee Action: In 2016, the current version of this agreement was approved. This established the Eagle Express in Rantoul. The service renewal was approved every two years until 2020, when the agreement was shifted to be renewed annually to better respond to the changing circumstances of COVID-19.
- D. Background In November of 2016, the Village of Rantoul and C-CARTS entered into an agreement to operate a deviated-fixed route service within the Village. Four years ago, the system shifted to a more traditional route structure with three routes instead of one. At that time, ridership increased significantly from an average of 1,100 rides a month to over 1,800 rides.

The original agreement is set to end at the end of October 2022. The proposed agreement would allow for a one-year renewal of the contract to continue service. The agreement is largely the same as the previous agreements, with a few items of note:

- 1. The previous agreements have continued the IGA for two years. This, like the last two years, is a one-year renewal to allow for better flexibility and adaptability as circumstances change.
- 2. With this renewal, the cost of service increased by 0.5% to respond to inflation and the increased operating cost of C-CARTS.
- 3. The proposed agreement includes a second service level that MTD will operate if C-CARTS does not have enough operators to deliver to the main level of service. The reduced service level has been operated in the past on holidays to respond to reduced demand. In the event that it was reduced for a longer period of time to respond to employee shortages, the service would operate at a lower cost to Rantoul.
 - a. This addendum was included in the last two iterations of the agreement. While it was not used the first year, MTD provided prorated service for the majority of the last contract term. Due to increases in pay rate and benefits, though, C-CARTS staffing levels are the strongest that they have been in several years and we resumed full C-CARTS service this month.
- E. Alternatives advantages/disadvantages: This agreement has been beneficial to the Village of Rantoul in meeting goals of the Rantoul Tomorrow long-term planning initiative as well as providing C-CARTS a steady source of Downstate Operating Assistance Program (DOAP) match funding. If not approved, the current agreement will expire, and Eagle Express service will be discontinued at the end of October 2022.

AN AGREEMENT REGARDING EXPANDING SERVICES OF THE RANTOUL TRANSPORTATION SERVICE PROGRAM ("C-CARTS")

WHEREAS, the County of Champaign (hereafter simply "COUNTY") was awarded a Downstate Operating Assistance and FTA Section 5311 Combined Grant for rural public transportation; and

WHEREAS, the COUNTY and the Champaign-Urbana Mass Transit District (hereafter simply "MTD"), entered into an Intergovernmental Agreement (hereafter simply "IGA") dated September 17, 2015, to provide rural public transportation; and

WHEREAS, in the IGA, MTD was named as the designated provider of rural public transportation to operate a separate transportation service program to be known as "C-CARTS", and those COUNTY vehicles formerly used by the prior rural transportation provider known as CRIS, were leased to MTD; and

WHEREAS, in the IGA, the Champaign County Regional Planning Commission ("RPC"), and the Rural Transit Advisory Group ("RTAG") were delegated oversight and coordination authority relating to the provision of rural public transportation service; and

WHEREAS, the Village of Rantoul (hereafter simply "RANTOUL") has proposed that the C-CARTS service be provided to RANTOUL; and RPC, RTAG and MTD have all agreed to such proposal and desire to set forth their agreement in writing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1) RTAG and RPC hereby approve of the changes herein regarding rural public transportation services to be provided in the Village of Rantoul by MTD as set forth in the IGA.
- 2) The term of this agreement shall be one (1) year from the date of execution by RANTOUL set forth in the signature block for the Village of Rantoul.
- 3) (a) RANTOUL agrees to make monthly payments, following the schedule below, directly to Champaign-Urbana Mass Transit District at 1101 E. University Avenue, Urbana, Illinois, for each full month of transportation services provided to RANTOUL as set forth in this agreement.

Date Range	Monthly Payment
November 2022 – October 2023	\$9700.00

- (b) The monthly payments due hereunder shall be paid on or before the 10th day of each month following the month in which the transit services were provided.
- (c) The parties agree to apportion the monthly payment due hereunder for any month in which the transportation services are provided for only a portion of the month.
- (d) Fares collected are not a credit against the monthly payments due hereunder.

- (a) In the event of any changes affecting MTD's ability to provide service, contact shall be made with RANTOUL's Village Administrator. In the event of emergency changes in service conditions in the Village of Rantoul, RANTOUL shall contact the MTD Operations Department (Evan Alvarez or Jay Rank).
- (b) On a monthly basis, MTD shall provide RANTOUL reporting on route ridership, service hours, and service mileage.
- 4) MTD is offering access to open-door deviated-fixed route service (Attachment A) to the general public for a common fare. MTD will consult with RANTOUL on service changes. MTD as the operator for C-CARTS will adhere to the federal regulations regarding publicly offered route service. Nothing in this agreement shall be construed to limit MTD's obligations to follow those regulations.

Route performance will be assessed with RANTOUL on a quarterly basis.

- 5) In the event that MTD is unable to sustain the staffing to support the service level in Attachment A due to COVID-19, they will provide the reduced service outlined in Attachment B. The monthly payment amount of the reduced service outlined in Attachment B shall be \$8,243.00. The monthly payments from RANTOUL to MTD will be prorated to reflect the new cost, based on the number of the days that each service type was operated that month.
- 6) Any of the parties may terminate this Agreement in ninety (90) days written notice to the other parties. MTD may suspend its service under this Agreement if RANTOUL fails to make timely payments as set forth in paragraph 3 above.
- 7) The parties acknowledge that nothing in this agreement creates a joint venture or other business relationship among/between the parties other than those specifically set forth herein.
- 8) Notices provided for shall be deemed given when mailed by certified mail to the parties at their address given below in their signature block:

BY:	Date:	
Address: 1776 East Washington Street Urbana, IL 61802		
Champaign County Regional Planning Con	<u>nmission</u>	
BY:	Date:	
Address: 1776 East Washington Street Urbana, IL 61802		
Champaign-Urbana Mass Transit District		
BY:	Date:	
Address: 1101 East University Avenue Urbana, IL 61802		
<u>Village of Rantoul</u>		
BY:	Date:	
Address: 333 South Tanner Street Rantoul, IL 61866		

Rural Transit Advisory Group

Attachment A

- 1) MTD shall operate a C-CARTS deviated-fixed route service on published regular schedule to the industrial, commercial, and residential areas of the Village of Rantoul in accordance with the attached schedules.
- 2) This service is designed to facilitate mobility and access to jobs throughout the Village of Rantoul.
- 3) This is a restructured service, with changes based on ridership trends, public input, and in consultation with RANTOUL, RTAG, and RPC.
- 4) This service will be performed by C-CARTS, within the operational ability of MTD.

Attachment B

- 1) MTD shall operate an alternate deviated-fixed route service if COVID-19 affects staffing levels to the point that they do not permit the delivery of the service outlined in Attachment A.
- MTD will communicate directly with the Village in the event of a service change and coordinate communications with RANTOUL residents.
- 3) The service charge will be prorated based on the number of days that each level of service is run.
- 4) This service is considered distinct from service reductions in response to factory closures, holiday hours, and other factors external to C-CARTS.



To: Karl Gnadt, Managing Director/CEO

From: Ashlee McLaughlin/Jane Sullivan, External Affairs Director

Date: October 26, 2022

Subject: Approval of Safetylane Contract for Vehicle Lifts

A. Introduction: The District is in need of five new in-ground vehicle lifts in the Maintenance Facility.

- **B. Recommended Action**: Authorize the Managing Director to execute a contract with Safetylane Equipment Corporation in the amount of \$1,240,662.97 for the purchase and installation of five inground vehicle lifts.
- **C. Summary:** The project includes purchase and installation of four 40-foot in-ground bus lifts and one 60-foot in-ground bus lift. The scope of work includes concrete cutting and coring, excavation, disposal of materials, and electrical work. The lifts will be used for technicians to raise buses to access the underside of the bus for maintenance and repairs.
- **D. Background:** The District's Maintenance Facility has a total of 12 work bays used for maintenance of 40-foot buses, 60-foot buses, and vans. Seven of the 12 work bays are currently equipped with vehicle lifts. This project would add in-ground lifts to the five bays that do not currently have vehicle lifts, reducing the need to shuffle buses from one bay to another in order to access a lift.

Due to the consistency in maintenance, functionality, and training as well as standardization of parts, compatibility with existing systems, and employee safety it is in our best interest to require the additional lifts to be manufactured by Stertil-Koni for consistency with the existing in-ground lifts. Standardization of parts is more important than ever before. Having a wider variety of parts exasperates the problem of getting parts and could leave us without functional equipment to maintain buses. As described in the attached letter from Stertil-Koni, Safetylane Equipment is the exclusive authorized distributor of Stertil-Koni equipment in the state of Illinois.

- **E.** Advantages/disadvantages: Approving the contract with Safetylane Equipment Corporation allows the District to install five vehicle lifts, improving productivity and safety.
- **F. Budget & Staffing Impacts:** This project is in the FY 2023 budget and will be funded 100% (\$1,240,662.97) with Federal funds through the American Rescue Plan Act of 2021 (ARPA). The Federal grant identifies \$1,210,000 for this line item. Additional ARPA funds are available, and the Federal grant will be revised to cover the full expense.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Seventh day of October in the year Twenty twenty (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Champaign-Urbana Mass Transit District 1101 E University Avenue Urbana, IL 61802 217-384-8188

and the Contractor:

(Name, legal status, address and other information)

Safetylane Equipment Corporation 395 South Lincoln Street Bloomington, IN 47401 773-377-5438

for the following Project: (Name, location and detailed description)

Vehicle Lift Replacement 803 E University Avenue Urbana, IL61802

The Architect:

(Name, legal status, address and other information)

Isaksen Glerum Wachter LLC 114 W Main Street Urbana, IL 61801 217-328-1391

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [X] The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:

 (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

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	he Contract Time as provided in the Contract Docuial Completion of the entire Work, the Contractor ne following dates:	
Portion of Work	Substantial Completion Date	
§ 3.3.3 If the Contractor fails to ac any, shall be assessed as set forth	chieve Substantial Completion as provided in this in Section 4.5.	Section 3.3, liquidated dama
Contract. The Contract Sum shall	ontractor the Contract Sum in current funds for the be One MillionTwo Hundred Forty Thousand Siz 197), subject to additions and deductions as provi	x Hundred Sixty TwoDollars
§ 4.2 Alternates § 4.2.1 Alternates, if any, included	d in the Contract Sum:	
Item	Price	
execution of this Agreement. Upo	noted below, the following alternates may be accept an acceptance, the Owner shall issue a Modification the conditions that must be met for the Owner to a Price	on to this Agreement. accept the alternate.)
execution of this Agreement. Upo (Insert below each alternate and the	on acceptance, the Owner shall issue a Modification the conditions that must be met for the Owner to a Price	on to this Agreement.
execution of this Agreement. Upo (Insert below each alternate and the ltem) § 4.3 Allowances, if any, included	on acceptance, the Owner shall issue a Modification the conditions that must be met for the Owner to a Price	on to this Agreement. accept the alternate.)
execution of this Agreement. Upo (Insert below each alternate and the litem) § 4.3 Allowances, if any, included (Identify each allowance.) Item § 4.4 Unit prices, if any:	on acceptance, the Owner shall issue a Modification the conditions that must be met for the Owner to a Price d in the Contract Sum:	on to this Agreement. accept the alternate.) Conditions for Accepta
execution of this Agreement. Upo (Insert below each alternate and the litem) § 4.3 Allowances, if any, included (Identify each allowance.) Item § 4.4 Unit prices, if any:	on acceptance, the Owner shall issue a Modification the conditions that must be met for the Owner to describe the Contract Sum: Price Price	on to this Agreement. accept the alternate.) Conditions for Accepta the unit price will be applica
execution of this Agreement. Upo (Insert below each alternate and the learning of the learnin	Price Price d in the Contract Sum: Price Units and Limitations	on to this Agreement. accept the alternate.) Conditions for Accepta the unit price will be applica

Not later than () calendar days from the date of commencement of the Work.

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 **DISPUTE RESOLUTION**

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[]	Arbitration	pursuant to	Section	15.4	of AIA	Document	A201-2017
-----	-------------	-------------	---------	------	--------	----------	-----------

- [X] Litigation in a court of competent jurisdiction
- [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dave Thornton 803 E University Urbana, IL 61802 Phone 217-384-8188 Fax 217-384-8215 dthornton@mtd.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Peter Haralovich Safetylane Equipment Corporation 335 South Lincoln Street Bloomington, IN 47401 Phone 773-377-5438 peter@usalift.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM—2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor

.2

.3 AIA Document A201TM–2017, General Conditions of the Contract for Construction

.4

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
G1.1	Titlesheet	September 6, 2022
A0.1	Demolition Floor Plan	September 6, 2022
A1.1	Floor Plan – New Work	September 6, 2022
A2.1	Sections Lifts	September 6, 2022
A2.2	Sections/Details	September 6, 2022

.6 Specifications

Section Title Date Pages

.7 Addenda, if any:

Number Date Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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.8	Other Exhibits: (Check all boxes that apply a required.)	and include appropriate inforn	nation identifying the ex	hibit where
		04 TM —2017, Sustainable Projec the E204-2017 incorporated int		cated below:
	[] The Sustainability I	Plan:		
	Title	Date	Pages	
	[] Supplementary and	other Conditions of the Contra	act:	
	Document	Title	Date	Pages
This Agreen				
OWNER (St	ignature)	CONTRACT	OR (Signature)	
(Printed no	ame and title)	(Printed na	me and title)	

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Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:45:11 ET on 10/17/2022.

PAGE 1

AGREEMENT made as of the Twenty Seventh day of October in the year Twenty twenty two

Champaign-Urbana Mass Transit District 1101 E University Avenue Urbana, IL 61802 217-384-8188

Safetylane Equipment Corporation 395 South Lincoln Street Bloomington, IN 47401 773-377-5438

Vehicle Lift Replacement 803 E University Avenue Urbana, IL61802

Isaksen Glerum Wachter LLC 114 W Main Street Urbana, IL 61801 217-328-1391 PAGE 2

[X]

The date of this Agreement.

PAGE 3

[X]

By the following date: July 31, 2023

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Two Hundred Forty Thousand Six Hundred Sixty Two Dollars and Ninety Seven Cents (\$ 1,240,662.97), subject to additions and deductions as provided in the Contract Documents. PAGE 4

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth_day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth_day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty_(60_") days after the Architect receives the Application for Payment.

10% PAGE 6

[X] Litigation in a court of competent jurisdiction

Dave Thornton 803 E University Urbana, IL 61802 Phone 217-384-8188 Fax 217-384-8215 dthornton@mtd.org

Peter Haralovich
Safetylane Equipment Corporation
335 South Lincoln Street
Bloomington, IN 47401
Phone 773-377-5438
peter@usalift.com
PAGE 7

- 2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds
- .4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203 2013 incorporated into this Agreement.)

 G1.1
 Titlesheet
 September 6, 2022

 A0.1
 Demolition Floor Plan
 September 6, 2022

 A1.1
 Floor Plan – New Work
 September 6, 2022

 A2.1
 Sections Lifts
 September 6, 2022

 A2.2
 Sections/Details
 September 6, 2022

PAGE 8

FTA Clauses – Appendix A FTA Certifications – Appendix B

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Certification of Document's Authenticity

AIA® Document D401™ - 2003

under Order No. document I made Between Owner	e no changes to the original Contractor where t	Contract Documents in al text of AIA® Docthe basis of payment	s software and that cument A101 TM – 2 is a Stipulated Sum	in preparing the attached fir 2017, Standard Form of Ag ,, as published by the AIA i ions and Deletions Report.
ortware, omer d	and those additions and	deterious snown in t	ne associated Addit	ions and Defetions Report.
(Signed)				
(Title)				
Tille				
(Dated)				

Federal Transit Administration (FTA) Requirements

The Champaign-Urbana Mass Transit District notifies bidders and contractors of Federal Transit Administration (FTA) participation in this contract. Contractors must comply with all state and local laws and regulations.

BUY AMERICA

- (a) Except as provided in § 661.7 and § 661.11, all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
- (1) All of the manufacturing processes for the product must take place in the United States; and
- (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in § 661.13(b) of this part.

ENERGY CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

ACCESS TO RECORDS AND REPORTS

- A. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, subagreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- B. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- D. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

CHANGES TO FEDERAL REQUIREMENTS

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

CLEAN AIR REQUIREMENTS

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

DAVIS BACON ACT

Minimum wages

- A. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
- B. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- C. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- D. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- E. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- F. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification

- and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- G. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- H. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Withholding

I. The MTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the MTD may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and basic records

J. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR

- 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- K. The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the MTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractor.
- L. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
 - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- M. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- N. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- O. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal MTD may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and trainees

- P. Apprentices Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship MTD recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship MTD (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship MTD recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- Q. <u>Trainees</u> Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount

of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

R. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR 5.5.

Contract termination: debarment - A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis Bacon and Related Act requirements - All rulings and interpretations of the Davis Bacon and Related Acts contained in 29 CFR parts 1, 3 and 5 are herein incorporated by reference in this Contract.

Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting MTD, the U.S. Department of Labor, or the employees or their representatives. Certification of eligibility

- A. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1).
- B. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis Bacon Act or 29 CFR
- C. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements No Contractor or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. Withholding for unpaid wages and liquidated damages The MTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. Subcontracts The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- E. Payrolls and basic records -Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic

include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- F. Contract Work Hours and Safety Standards Act
- G. The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction "29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
- H. Subcontracts The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to Contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the MTD, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate.

- A. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Owner who will promptly notify the FTA Chief Counsel and FTA Regional Counsel.
 - i. Contractor shall include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
 - ii. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - iii. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- B. Contractor must promptly notify the Owner who will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel, if there is any knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA.
 - i. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.
 - ii. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier.
 - iii. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

The Contractor agrees to include the above two clauses in each subcontract. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION FOR CONVENIENCE

MTD may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the MTD's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MTD to be paid the Contractor. If the Contractor has any property in its possession belonging to MTD, the Contractor will account for the same, and dispose of it in the manner MTD directs.

TERMINATION FOR DEFAULT

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the MTD may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the MTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the MTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined by MTD that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

CIVIL RIGHTS LAWS AND REGULATIONS

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- A. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- B. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
 - i. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
 - ii. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
 - iii. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

MTD is an Equal Opportunity Employer. As such, the MTD agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the MTD agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- A. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seg., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- D. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

NOTIFICATION TO FTA OF DISPUTES, BREACHES, DEFAULTS & LITIGATION

a) FTA has a vested interest in the settlement of any violation of Federal Law, regulation, or requirement or any disagreement involving a federal award, the accompanying underlying

agreement and any amendments thereto, including but not limited to, a default, breach, major dispute or litigation, and FTA reserves the right to concur in any settlement or compromise.

b) If a current prospective legal matter that may affect the Federal Government emerges, the FTA Chief Counsel and FTA Regional Counsel must be promptly notified and refer information without delay and without change. The contractor must put a similar notification requirement in any subcontracts at every tier.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. The Federal Fiscal Year goal has been set by the MTD in an attempt to match projected procurements with available qualified disadvantaged businesses.
- B. <u>Policy</u> It is the policy of the Department of Transportation and the MTD that DBEs, as defined in 49 CFR Part 26, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of the Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.
 - i. The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.
 - ii. It is further the policy of the MTD to promote the development and increase the participation of businesses owned and controlled by the disadvantaged. DBE involvement in all phases of the MTD's procurement activities are encouraged.
- C. <u>DBE obligation</u> The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts.
 - Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DB's in the work provided, the MTD may declare the Contractor noncompliant and in breach of Contract.
 - ii. The Contractor will keep records and documents for a reasonable time following performance of this Contract to indicate compliance with the MTD's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the MTD and will be submitted to the state upon request.
 - iii. The MTD will provide affirmative assistance as may be reasonable and necessary to assist the prime Contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - a. Identification of qualified DBE
 - b. Available listing of Minority Assistance Agencies
 - c. Holding proposal conferences to emphasize requirements

D. <u>DBE Subcontracts</u>

- Upon award, prime Contractor shall provide all DBE subcontracts prior to start of work.
- ii. All subcontracts or agreements with DBEs to supply labor or materials shall require that the subcontract and all lower tier subcontractors be performed in accordance with DBE provisions. The MTD will review all contracts for compliance.

E. DBE Subcontractor Termination

- Contractor shall utilize the DBE(s) identified in the proposal to perform the work and supply the materials for which each is listed unless the Contractor obtains the MTD's written consent. Unless consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- ii. Prime Contractor shall utilize DBE Subcontractor Termination Request Form to request DBE subcontractor termination. Prime Contractor shall not terminate a DBE without the MTD's prior written consent. This includes, but is not limited to, instances in which a prime Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- iii. The MTD will provide such written consent only if the MTD agrees, for reasons stated in concurrence document, that the prime Contractor has good cause to terminate the DBE firm. Good cause includes the following circumstances:
 - a. The listed DBE subcontractor fails or refuses to execute a written contract:
 - b. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.
 Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime Contractor;
 - c. The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements.
 - d. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - e. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - f. The listed DBE subcontractor is determined not a responsible Contractor;
 - g. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - h. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - i. A DBE owner dies or becomes disabled with the result that the listed DBE Contractor is unable to complete its work on the contract;
 - j. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE Contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE Contractor after contract award.

- iv. Notice to DBE subcontractor:
 - a. Before transmitting to the MTD its request to terminate and/or substitute a DBE subcontractor, the prime Contractor must give notice in writing to the DBE subcontractor, with a copy to the MTD, of its intent to request to terminate and/or substitute, and the reason for the request.
 - b. Prime Contractor shall afford the DBE five days to respond to the prime Contractor's notice and advise the MTD and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the MTD should not approve the prime Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Prime Contractor may provide a response period shorter than five days.
- v. DBE subcontractor Substitution after Termination
 - a. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, prime Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE.
 - b. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.
 - c. The good faith efforts shall be documented by the Contractor.
 - d. The Contractor shall submit documentation of good faith efforts within 7 days. This time period may be extended for an additional 7 days if necessary, at the request of the Contractor.
 - e. The MTD shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.
- vi. The provisions of this section apply to post-award terminations as well as preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.
- vii. Failure by the Contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime Contractor fails to comply with the requirements of this section.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory

performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All Contractual provisions required by DOT, as set forth in the FTA Circular 4220.1F, are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause the MTD to be in violation of the FTA terms and conditions.

FLY AMERICA

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the U.S. DOT has determined meets the requirements of the Fly America Act.

- A. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires Contractors, MTDs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- B. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- C. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation.
- D. The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49
 C.F.R. Part 37;

- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19:
- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. implementing requirements the FTA may issue.

VETERANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
 - (1) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

SAFE OPERATION OF MOTOR VEHICLES

- A. Seat Belt Use The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate companyowned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or MTD.
- B. Distracted Driving The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

BUY AMERICA CERTIFICATION

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165 (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661,11. This provision requires that federal tax dollars used to purchase steel, iron, and manufactured goods used in a transit project must produced domestically in the United States, unless a waiver has been granted by FTA or a product is subject to a general waver. General waivers are listed in 49 C.F.R. 661.7.

Date:		•
Signature:		
Company Name:		_
Title:		
Certificate of No	n-Compliance	
Section 165 (b)(3 an exception to	by certifies that it cannot comply with the requirements of 49 (8) of the Surface Transportation Assistance Act of 1982, as an the requirements consistent with 49 USC Section 5323(j)(2)(B4) of the Surface Transportation Assistance Act, as amended,	nended, but may qualify fo s) or (j)(2)(D), Sections
Date:		
Signature:		
Company Name:		_
-		

DEBARMENT AND SUSPENSION CERTIFICATION

The prospective lower tier participant (Offeror) certifies, by submission of this Offer, that neither it nor its "principals" as defined in 49 CFR § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Federal department or agency		icipation in this dansaction by any
, ,	•	tify to the statement above, it shall g an "X" in the following space
TRUTHFULNESS AND ACCURA ANY. IN ADDITION, THE BIDD	CY OF EACH STATEMENT OF ITS CE	, CERTIFIES OR AFFIRMS THE ERTIFICATION AND EXPLANATION, IF ND AGREES THAT THE POVISIONS OF PLANATION, IF ANY.
	Signature of the Bidder or Offer	ror's Authorized Official
	Name and Title of the Bidder or	Offeror's Authorized Official
	Date	

LOBBYING CERTIFICATION

The Bidder or Offeror certifies, to the best of its knowledge and belief, that:

- I. No Federal appropriated funds have been paid or will be paid, by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the US Congress, an officer or employee of the US Congress, or an employee of a Member of the US 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 thereof.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contacts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER OR OFFEROR,	, CERTIFIES OR AFFIRMS
THE TRUTHFULNESS AND ACCUR	ACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF
ANY. IN ADDITION, THE BIDDER	OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF
31 USC §§ 3801 ET SEQ. APPLY T	O THIS CERTIFICATION AND DISCLOSURE, IF ANY.
	Signature of the Bidder or Offeror's Authorized Official
	Name and Title of the Bidder or Offeror's Authorized Official
	Date

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the Bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should appear on the line marked "Name of Affiant." The affiant's capacity, when a partner or officer of a corporation, should be inserted on the line marked "Capacity." The representative of the Bidder should sign his or her individual name at the end, not a partnership or corporation name, and swear to this affidavit before a notary public, who must attach his or her seal.

State of	, County of		
l,		, being first duly sworn, d	lo hereby state that I
am	of		
whose business is			
and who resides at			<u>.</u>
and that			
is/are the only person(s) with me in the made without any connection or inter Proposal for said Work; that the said or fraud, and also that no members of employee therein, or any employee or	rest in the prof contract is on r f the Board of	its thereof with any persony ny part, in all respects, fa Trustees, head of any dep	ons making any bid or ir and without collusion partment or bureau, or
Signature of Affiant		Date	
Sworn to before me this day	of	, 20	
Notary public	Co	mmission Expires	_ Seal

EQUAL EMPLOYMENT OPPORTUNITY

As certification and acceptance of the terms and conditions required for compliance with applicable Federal and State Equal Employment Opportunity laws and regulations, as noted in the bid/proposal, the undersigned hereby certifies that the Bidder will comply with all requirements stated therein, during the term of any subsequent contract award.

The bidder understands that MTD may request specific written documentation to confirm compliance, and by the signing of this certification, agrees to provide said documentation upon request.

During the performance of the work described, the bidder assures MTD that it is in compliance with Title VI of the Civil Rights Act of 1964, as amended, and any other Federal, State or Local laws, executive orders or regulations prohibiting the type of discriminations noted herein or included by reference hereto applicable to the bidder on the grounds of race, color, religion, sex, marital status, pregnancy, gender identity, sexual orientation, parental status, national origin, age, disability, family medical history or genetic information, political affiliation, military service, or other non-merit based factors. This Statement of Certification shall be interpreted to include nondiscrimination of Vietnam Era Veterans and disabled persons within its protective range of applicability. This certification includes other consideration made unlawful by federal, state or local laws, in any form or manner against Bidders employees or applicants for employment. The Bidder understands and agrees that the award of any contract is conditioned upon the veracity of this Statement of Certification.

Your signature certifies acceptance and compliance with the terms and conditions delineated herein.

Signature	Official's Name	
Official's Title	Company Name	
Date		

RESTRICTIONS ON INTERNATIONAL BOYCOTT

Pursuant to Public Act 88-671, which became effective December 14, 1994, the undersigned duly authorized official of the Bidder hereby certifies that neither the bidder 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; and furthermore, that it will comply with the requirements of this Public Act by providing, upon request, to MTD this certification document to assure compliance with this regulation.

Signature	Official's Name
Official's Title	Company Name
Date	

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

Contractor certifies that it does not have any unpaid Federal Tax Liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any federal law within the preceding 24 months. It is noted that if the prospective contractor cannot so certify, MTD will refer the matter to FTA and not enter into the agreement without FTA's written approval. This clause is to be inserted to all lower tier contracts.

Signature	Official's Name	
Official's Title	Company Name	
 Date	<u> </u>	

CARGO PREFERENCE CERTIFICATION

(Applicable to procurements involving property that may be transported by Ocean Vessel)

As required by Title 46 CFR Part 381, the bidder hereby agrees:

To utilize privately-owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

To furnish within twenty (20) calendar days following the date of loading, for shipments originating in the United States or within thirty (30) calendar days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board", commercial vessel bill-of-lading, in English, for each shipment of cargo described in paragraph (1) above, to the Administrator of the Federal Transit Administration (FTA) and MTD, through the primary Contractor in the case of subcontractor bills-of-lading, and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with the appropriate identification of the Project.

To insert the provisions of this clause in all applicable subcontracts issued pursuant to any subsequent contract or agreement.

Signature	Official's Name	
Official's Title	Company Name	
omeiar o mile	company name	
	<u> </u>	
Date		

CONFLICT OF INTEREST

To the best of my knowledge, the oother clients, contracts, or propert	undersigned firm has no potential conflicts of interest due to any y interest for this project.
Signature	Official's Name
Official's Title	Company Name
 Date	-OR-
of interest due to other clients, co	nt to this form submits information which may be a potential conflict atracts, or property interest for this project. It is noted that bidders are not necessarily disqualified from participating in this project and basis.
Signature	Official's Name
Official's Title	Company Name
Date	_



May 3, 2022

Josh Berbaum, Maintenance Director Jane Sullivan, Contract Administrator Champaign-Urbana Mass Transit District 801 E University Ave Urbana, IL 61802

Hello Josh & Jane,

Stertil-Koni, the manufacturer of heavy-duty lifting solutions, certifies that Safety Lane Equipment is our exclusive authorized distributor in Illinois.

Safety Lane sales and service personnel have been factory-trained and are fully qualified to sell, install, and provide warranty and repair services for all Stertil-Koni products.

Thank you for the opportunity to work with your group on this latest project. We appreciate your vote of confidence. If you have any questions, please call me at 336-314-8600.

Thank you.

Cordially,

Regional Manager Stertil Koni

Carl Boyer

336.314.8600

Cc: Scott Steinhardt, VP of Sales, Stertil Koni







To: Karl Gnadt, Managing Director/CEO

From: Ashlee McLaughlin/Jane Sullivan, External Affairs Director

Date: October 26, 2022

Subject: Approval of Illinois Oil Marketing Contract for UST Replacement

A. Introduction: The District's two diesel fuel underground storage tanks are nearly 30 years old and in need of replacement.

- **B.** Recommended Action: Authorize Managing Director to execute a contract with Illinois Oil Marketing Equipment, Inc. in the amount of \$1,144,971.14 for the replacement of two diesel fuel underground storage tanks.
- C. Summary: The District released an invitation for bid (IFB) on September 1, 2022 and a pre-bid meeting was held on September 15, 2022. At the bid opening on September 29, 2022, one bid was received from Illinois Oil Marketing Equipment, Inc. All contractors licensed to do underground storage tank work in Illinois were contacted about this opportunity and it was advertised in the News Gazette as well as on mtd.org. Three contractors requested the full IFB during the bidding period. We have contacted the two contractors who requested the full IFB but did not submit a bid to inquire why they did not submit a bid and have not received responses at the time of this writing. The long lead times for tanks, combined with the exigent need to complete the project necessitates moving ahead with a single bid.
- D. Background: The District has two 15,000-gallon double-walled underground storage tanks on the 803 E. University Ave. property, originally installed in 1993. Diesel fuel is delivered to the tanks twice a week to be used for bus fueling. The District's fuel usage is typically about 2,500 gallons per day during full service. The south tank has been taken out of service in recent weeks due to a small leak from the inner tank into the outer interstitial tank. Testing has been completed and there is confidence that the fuel did not escape the outer tank into the environment. The south tank has been decommissioned and we have been solely utilizing the north tank.
- **E.** Advantages/disadvantages: Approving the contract with Illinois Oil Marketing Equipment, Inc. allows the District to replace the underground storage tanks that have reached their useful life of 30 years.
- **F. Budget & Staffing Impacts:** This project is in the FY 2023 budget and will be funded 100% (\$1,144,971.14) with Federal funds through the American Rescue Plan Act of 2021 (ARPA). The Federal grant identifies \$600,000 for this line item. Additional ARPA funds are available, and the Federal grant will be revised to cover the full expense.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty Seventh day of October in the year Twenty twenty two (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Champaign-Urbana Mass Transit District 1101 E University Avenue Urbana, IL 61802 217-384-8188

and the Contractor:

(Name, legal status, address and other information)

Illinois Oil Marketing Equipment Inc. 850 Brenkman Drive Pekin, IL 61554 309-347-1819

for the following Project: (Name, location and detailed description)

Underground Storage Tank Replacement 803 E University Avenue Urbana, IL61802

The Architect: (Name, legal status, address and other information)

Isaksen Glerum Wachter LLC 114 W Main Street Urbana, IL 61801 217-328-1391

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [X] The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

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y 31, 2023	
tract Time as provided in the Contract Doc apletion of the entire Work, the Contractor wing dates:	
Substantial Completion Date	
Substantial Completion as provided in this ion 4.5.	Section 3.3, liquidated damages, if
r the Contract Sum in current funds for the MillionOne Hundred Forty Four Thousa 971.14), subject to additions and deducti	nd Nine Hundred Senventy
Contract Sum:	
Price \$ 16,394.03	
elow, the following alternates may be acceptance, the Owner shall issue a Modificati ditions that must be met for the Owner to	on to this Agreement.
Price	Conditions for Acceptance
\$ 39,777.50	If existing conduits cannot be used
Contract Sum:	
Price	
and quantity limitations, if any, to which	the unit price will be applicable.)
Units and Limitations	Price per Unit (\$0.00)
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User Notes:

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - That portion of the Contract Sum properly allocable to completed Work;
 - That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - The aggregate of any amounts previously paid by the Owner;
 - The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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8	6.2	Binding	Dispute	Reso	lution
---	-----	---------	---------	------	--------

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A2	201–2017

[X] Litigation in a court of competent jurisdiction

[] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dave Thornton 803 E University Urbana, IL 61802 Phone 217-384-8188 Fax 217-384-8215 dthornton@mtd.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jason Schumacher Illinois Oil Marketing Equipment Inc 850 Brenkman Drive Pekin, IL 61554 Phone 309-347-1819

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™—2017 Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
- .1
- .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction

4

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
Exhibit A 00 01 15	List of Drawing Sheets	February 23, 2022

.6 Specifications

Section	Title	Date	Pages
Exhibit B TOC	Table of Contents	February 23	3 pages
		2022	

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	September 19, 2022	1 page
Addendum #2	September 21, 2022	1 page

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

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User Notes:

	[] The Sustainability I	Date	Pages	
	[X] Supplementary and	other Conditions of the Contract:		
	Document 00 73 00	Title Supplementary General Conditions	Date September 1. 2022	Pages 4 pages
	requirements, and other info	or's bid or proposal, portions of Addend formation furnished by the Owner in anti	cipation of receivi	ing bids or
This Agro	requirements, and other info proposals, are not part of the	ormation furnished by the Owner in anti e Contract Documents unless enumerate here only if intended to be part of the Co	cipation of receivi ed in this Agreeme	ing bids or ent. Any su
	requirements, and other info proposals, are not part of the documents should be listed h	ormation furnished by the Owner in anti e Contract Documents unless enumerate here only if intended to be part of the Co	cipation of receivi ed in this Agreeme intract Documents	ing bids or ent. Any su
OWNER	requirements, and other info proposals, are not part of the documents should be listed h eement entered into as of the day a	ormation furnished by the Owner in anti- e Contract Documents unless enumerate here only if intended to be part of the Co- and year first written above.	cipation of receivi ed in this Agreeme intract Documents ature)	ing bids or ent. Any su
OWNER	requirements, and other info proposals, are not part of the documents should be listed h eement entered into as of the day a (Signature)	ormation furnished by the Owner in anti- e Contract Documents unless enumerate here only if intended to be part of the Co- and year first written above. CONTRACTOR (Signal	cipation of receivi ed in this Agreeme intract Documents ature)	ing ent.

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Additions and Deletions Report for

AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:36:53 ET on 10/18/2022.

PAGE 1

AGREEMENT made as of the Twenty Seventh day of October in the year Twenty twenty two

Champaign-Urbana Mass Transit District 1101 E University Avenue Urbana, IL 61802 217-384-8188

Illinois Oil Marketing Equipment Inc. 850 Brenkman Drive Pekin, IL 61554

309-347-1819

<u>Underground Storage Tank Replacement</u> 803 E University Avenue Urbana, IL61802

Isaksen Glerum Wachter LLC 114 W Main Street Urbana, IL 61801 217-328-1391 PAGE 2

[X] The date of this Agreement. **PAGE 3**

[X] By the following date: July 31, 2023

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Money MillionOne Hundred Forty Four Thousand Nine Hundred Senventy One Dollars and Fourteen Cents (\$ 1,144,971.14), subject to additions and deductions as provided in the Contract Documents.

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User Notes:

Alternate Bid No. 2

\$ 39,777.50

If existing conduits cannot be used

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth_ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth_ day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty_(60")) days after the Architect receives the Application for Payment.

10% PAGE 6

[X] Litigation in a court of competent jurisdiction

Dave Thornton
803 E University
Urbana, IL 61802
Phone 217-384-8188
Fax 217-384-8215
dthornton@mtd.org

Jason Schumacher Illinois Oil Marketing Equipment Inc 850 Brenkman Drive Pekin, IL 61554 Phone 309-347-1819 PAGE 7

sales@iome.com

- .2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds
- .4 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

 (Insert the date of the E203-2013 incorporated into this Agreement.)

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Exhibit A 00 01 15

List of Drawing Sheets

February 23, 2022

Exhibit B TOC

Table of Contents

February 23

3 pages

2022

PAGE 8

Addendum #1 Addendum #2 September 19, 2022

1 page

September 21, 2022

1 page

[X] Supplementary and other Conditions of the Contract:

00 73 00

Supplementary General

September 1.

4 pages

Conditions

Certification of Document's Authenticity

AIA® Document D401™ - 2003

(Signed)		
(Title)		
(Dated)		



To: Karl Gnadt, Managing Director/CEO

From: Ashlee McLaughlin/Jane Sullivan, External Affairs Director

Date: October 26, 2022

Subject: Approval of Dewberry Contract for 803 Solar Array Expansion Design & Engineering

- **A.** Introduction: The District has been awarded funding through Rebuild Illinois Round 2 for the construction of an expansion to the solar array on the roof of MTD's Maintenance Facility at 803 E. University Ave. in Urbana.
- **B.** Recommended Action: Authorize the Managing Director to execute a contract with Dewberry Engineering in the amount of \$184,000 for design and engineering of the 803 solar array expansion.

C. Previous Action:

- 1) On February 23, 2022, the Board approved adoption of a resolution authorizing the execution of the Rebuild Illinois Capital Assistance Grant Agreement.
- 2) On August 25, 2021, the Board approved adoption of Resolution 2021-3 authorizing the filing of grant applications with IDOT for this project.
- **D. Background:** In 2014 the District completed installation of a 297-kilowatt photovoltaic system on the roof of the Maintenance Facility. The existing array produces about 200,000 kilowatt hours of renewable energy annually, offsetting a portion of the facility's electricity consumption. In 2017 the District completed an expansion of 67,000 square feet to this facility, providing an opportunity to expand the existing rooftop solar array. The estimated annual production of the array expansion is 330,000 kilowatt hours.
- **E. Summary:** Dewberry completed Preliminary Design & Engineering for this project last year to be used to prepare the grant application.
- **F.** Alternatives advantages/disadvantages: Authorizing the Managing Director to enter into a contract with Dewberry Engineering allows the District to complete full design and engineering services which will include development of final construction drawings and specifications to be used for competitive bidding of the installation of the solar array.
- **G. Budget & Staffing Impacts:** The contract with Dewberry will be 100% locally funded. The state grant will fund the construction of the solar array. This contract will be funded from the Architectural & Engineering Services line item from the FY2023 approved budget.

RETURN TO: Dewberry Engineers Inc

401 SW Water Street, Ste 701 Peoria, IL 61602 309.282.8000 phone | 309.282.8001 fax **CLIENT: Champaign-Urbana Mass Transit District**

1101 E. University Ave. Urbana. IL 61802

PROJECT INFORMATION

Name: MTD Roof Mounted Solar Array - 803 Building

Dewberry PM: Michael McTavish

Dewberry BU: 2786

Contract Effective Date: TBD Contract Expiration:

Client Number:

A. Method of Payment and Contract Amount

Total fee for Dewberry's Services: \$184,000.00, in accordance with the terms as included in the Attachments to this Agreement

The standard billing rate schedule (Attachment A, dated 05/01/2022) are attached hereto and made a part of this Agreement.

B. Terms and Conditions

The standard terms and conditions (Attachment B Standard Terms and Conditions, dated 10/2020) for Dewberry's Services are attached hereto and made a part of this Agreement.

C. Description of Services

Provide complete design of an approximate 407 kWdc Roof mounted solar array on the addition to the bus maintenance and storage facility located at 803 E University Ave, Urbana, IL 61802. The design services shall include the following:

- Initial project meeting with Mass Transit District (MTD) personnel and Dewberry Staff to verify project program.
- Field verification of existing conditions including the structure on which the roof mounted array will be mounted (as required), re-verification of the existing electrical distribution system including the existing gear dedicated to the array interconnection.
- Code and zoning review.
- Design of structural modifications to the existing structure to accommodate the added weight of the array.
- Meetings with the local utility, Ameren Illinois, to coordinate interconnection of additional PV power generation.
- Design of array layout, DC wiring, solar inverters, AC wiring, and interconnection to the existing electrical distribution.
- Opinion of Probable construction cost at 50% design and 95% design.

CONSTRUCTION DOCUMENTS

Objective: The objective is to produce the final drawings, specifications, schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

Process: Following Owner's Notice to Proceed, the Consultant will:

- Finalize the Graphic Documentation that will be used to bid and construct the improvements including:
 - o Digital construction drawings, plans, details, and sections
 - o Structural Reinforcement plans and details.
 - o Electrical roof and floor plans, details, schedules, and calculations

Finalize the Written Documentation that will be used to bid and construct the improvements including:

- Technical specifications
- Update the summary of estimated quantities and Construction Cost Opinion

Review Construction Docs with Owner at 50% and 95% completion milestones.

Update Construction Cost Opinion at each milestone



BIDDING + NEGOTIATION

Objective: The objective is to help the client select a qualified contractor to construct the improvements.

Process: Following Client approval, the Consultant will:

- Lead a Pre-Bid Meeting for interested bidders.
- Answer Questions, when appropriate, to all bidders regarding changes to or clarifications of Contract Documents.

CONSTRUCTION ADMINISTRATION

The goal for this part of the engagement is to help the Client get the improvements constructed. Following award of the work to a Contractor, the Consultant will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

Objective: The objective is to help the Client finalize and administer the construction contract with the Contractor.

Process: Following Client award of the work to a Contractor, the Consultant will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first:

- Lead a Pre-Construction Meeting with Client and the Contractor to review:
 - o Contractor submittals

Responsibilities

Assist with Interpretations or Clarifications of the Contract Documents when requested by you or the Contractor. Prepare recommendations for construction Change Orders, as requested by:

- You, because of a change that you wish to make to the scope of the Contractor's work
- The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by you
- Review Submittals and Shop Drawings, product data and material samples which the Contractor is required to submit
 for the limited purpose of determining their general conformance with the design concept and information contained in
 the Contract Documents.

Construction Observation

Objective: The objective is to become familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

Process: During construction, the Consultant will:

- Attend Monthly Site Meetings with Client, and the Contractor during the construction period, as construction schedule
 dictates, to become familiarized with the progress and quality of the Contractor's work and to determine if the work is
 proceeding in general conformance with the Contract Documents.
- Prepare Field Reports of the progress meetings at the site.

Contract Close-out

Objective: The objective is to help the Client close out its construction contract with the Contractor.

Process: After the Contractor notifies the Client that the work is Substantially Complete, the Consultant will:

- Participate in one (1) Site Visit with Client, and Contactor to conduct a walk through and prepare a Punch List upon substantial completion of the construction of the work documented by the Consultant.
- Review Contract Close-out Submittals required as provided by the Contractor, such as but not limited to:
 - o Operating and maintenance manuals
 - Participate in one (1) Site Visit with Client, and Contractor to conduct a walk through to verify completion of a punch list items and Establish Final Acceptance.

Services covered by this Agreement will be performed in accordance with the attachments referenced above. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties. Dewberry will not be required to render services until this Agreement is signed, returned and the applicable retainer, if appropriate, is paid in full. Dewberry is an equal opportunity employer and, as such, complies with Section 202 of Executive Order 11246 as amended.

Authorized Signatures

DEWBERRY	CLIENT
10/7/2022 Date:	Date:
(David J Evers PE, Senior Associate, Business Unit Manager)	(Karl P. Gnadt, Managing Director)
	Date:
	(Jane Sullivan, External Affairs Director)
	Champaign-Urbana Mass Transit District (MTD)
	1101 E. University Ave.
	Urbana, Illinois 61802

STANDARD HOURLY BILLING RATE SCHEDULE WITH CREW

DEWBERRY	HOURLY RATES
PROFESSIONAL	
Principal	\$330.00
Architect I, II, III	\$100.00, \$120.00, \$135.00
Architect IV, V, VI	\$150.00, \$170.00, \$190.00
Architect VII, VIII, IX	\$210.00, \$230.00, \$255.00
Interior Designer I, II, III, IV	\$92.00, \$110.00, \$125.00, \$150.00
Engineer I, II, III	\$115.00, \$130.00, \$150.00
Engineer IV, V, VI	\$165.00, \$185.00, \$215.00
Engineer VII, VIII, IX	\$240.00, \$255.00, \$280.00
Geographer/GIS I, II, III	\$90.00, \$105.00, \$120.00
Geographer/GIS IV, V, VI	\$140.00, \$160.00, \$175.00
Geographer/GIS VII, VIII, IX	\$200.00, \$230.00, \$270.00
Professional I, II, III	\$100.00, \$120.00, \$140.00
Professional IV, V, VI	\$165.00, \$180.00, \$195.00
Professional VII, VIII, IX	\$215.00, \$240.00, \$265.00
TECHNICAL	
Designer I, II, III	\$110.00, \$130.00, \$150.00
Designer IV, V, VI	\$170.00, \$190.00, \$210.00
CADD Technician I, II, III, IV, V	\$80.00, \$100.00, \$120.00, \$135.00, \$165.00
Surveyor I, II, III	\$68.00, \$83.00, \$98.00
Surveyor IV, V, VI	\$112.00, \$125.00, \$140.00
Surveyor VII, VIII, IX	\$160.00, \$185.00, \$220.00
Technical I, II, III	\$85.00, \$100.00, \$120.00
Technical IV, V, VI	\$130.00, \$145.00, \$165.00
EMERGENCY MANAGEMENT	
Emergency Management I, II, III	\$80.00, \$100.00, \$130.00
Emergency Management IV, V, VI	\$165.00, \$215.00, \$280.00
CONSTRUCTION	
Construction Professional I, II, III	\$125.00, \$150.00, \$180.00
Construction Professional IV, V, VI, VIII	\$200.00, \$230.00, \$265.00, \$300.00
Inspector I, II, III	\$85.00, \$110.00, \$130.00
Inspector IV, V, VI, VII	\$150.00, \$165.00, \$190.00, \$220.00
SURVEY FIELD CREWS	
Fully Equipped 1, 2, 3, 4 Person Crews	\$145.00, \$175.00, \$220.00, \$265.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
ADMINISTRATION	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%





ATTACHMENT B STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

- 1. Period of Offer. Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
- 2. Scope of Services. For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.

Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.

- 3. Your Oral Decisions. You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven 7 days advance written notice.
- 4. Proprietary Rights. The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
- 5. Fees and Compensation. If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
- 6. **Period of Service**. The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
- 7. Reimbursable Expenses. Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
- 8. Payment Terms. We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
- 9. Information from You and Public Sources. You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
- 10. Plan Processing. We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

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- 11. Meetings and Conferences. To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
- 12. Your Claims. You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
- 13. Hazardous or Toxic Wastes or Substances, Pollution or Contamination. You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
- 14. Termination. Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
- 15. Payment of Other Professionals. If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
- 16. Assignment and Third-Party Beneficiaries. Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
- 17. Applicable Law and Forum Selection. The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
- 18. Arbitration of Our Claims for Compensation. Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
- 19. Severability. If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
- 20. Limitations on Liability. In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
- 21. Payment of Attorney's Fees. The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
- 22. Indemnification. You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
- 23. Integration Clause. The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
- 24. Notice. Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.