

CITY OF URBANA
SPECIAL TERMS AND CONDITIONS
FOR CONSULTANT SERVICES

JULY 11, 2025

The following City of Urbana Special Terms and Conditions for Consultant Services (Special Terms and Conditions) supplement the "Standard Agreement Provisions for Consultant Services, July 1, 2018" (Standard Provisions) printed by the Department of Transportation of the State of Illinois (IDOT) and the City of Urbana Purchasing Manual (PURCHASING POLICY), the current edition as of the date of the AGREEMENT. In case of conflict with any part, or parts, of these documents, the said Special Terms and Conditions shall take precedence and govern over the said Standard Provisions, and the said Standard Provisions shall take precedence and govern over the said PURCHASING POLICY.

SECTION 1: DEFINITIONS

Delete the following definitions in Section 1 of the Standard Provisions.

- 7) BUREAU CHIEF.
- 21) DIRECTOR.
- 32) PROFESSIONAL TRANSPORTATION BULLETIN.
- 39) REGIONAL ENGINEER.
- 50) WORK ORDER.

Substitute the following definitions in place of the corresponding definitions in Section 1 of the Standard Provisions.

- 19) DEPARTMENT. The Public Works Department of the City of Urbana, Illinois.
- 43) STATEMENT OF INTEREST. The CONSULTANT'S official communication expressing their desire to be considered for selection of SERVICES advertised in accordance with the CITY'S PURCHASING POLICY.

Add the following definitions to Section 1 of the Standard Provisions.

- 51) CHANGE ORDER. See SUPPLEMENTAL AGREEMENT.
- 52) CITY. The City of Urbana, Illinois.
- 53) CITY ADMINISTRATOR. The individual of the CITY who has the authority to approve CONTRACTS and CHANGES exceeding \$25,000 and as provided in the PURCHASING POLICY.
- 54) CITY COUNCIL. The governing body of the CITY which has the authority to approve CONTRACTS which are not budgeted and as provided in the PURCHASING POLICY.
- 55) CITY ENGINEER. The Head of the Engineering Division of the CITY'S Public Works Department. The CITY'S LIAISON MANAGER to the CONSULTANT shall be the CITY ENGINEER or the CITY ENGINEER'S designee.
- 56) FINANCE DIRECTOR. The individual of the CITY who has the authority to approve CONTRACTS and CHANGES up to \$25,000 and as provided in the PURCHASING POLICY.

- 57) MAYOR. The individual of the CITY who has authority over CITY Departments and day-to-day operations, including contractual obligations.
- 58) PUBLIC WORKS DIRECTOR. The Director of the CITY'S Public Works Department, and the individual of the CITY who has the authority to approve CONTRACTS and CHANGES up to \$25,000 for SERVICES, up to \$10,000 for all other purchases, and as provided in the PURCHASING POLICY.
- 59) PURCHASING POLICY. The CITY's policy establishing guidelines and responsibilities for all procurements made by CITY staff, as contained in the most recent version of the City of Urbana Purchasing Manual.

SECTION 2: GENERAL CLAUSES AND COVENANTS

2.1 Consultant Office and Personnel Requirements

2.11 Execution of the Contract

Replace Article 2.11 of the Standard Provisions with the following: "The CITY will, in accordance with the PURCHASING POLICY governing the CITY procurements, execute the CONTRACT and shall be the sole entity having the authority to accept performance and make payments under the CONTRACT."

2.12 Qualification of Personnel

Replace the second sentence in Article 2.12(b) of the Standard Provisions with the following: "If, for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the CITY ENGINEER or PUBLIC WORKS DIRECTOR. CITY ENGINEER or PUBLIC WORKS DIRECTOR will provide written confirmation of acceptance of substitution to CONSULTANT within five (5) business days."

Delete Article 2.12(d) of the Standard Provisions.

Replace Article 2.12(e) of the Standard Provisions with the following: "The CONSULTANT'S failure to comply with this section may result in termination of the AGREEMENT."

2.13 Quality Assurance and Quality Control (QA/QC) Plan

Delete Article 2.13 of the Standard Provisions.

2.18 Independent Contractor Status (Added)

Nothing contained in this AGREEMENT shall be construed to make the CONSULTANT an employee or partner of the CITY. The CONSULTANT shall at all times hereunder be construed to be an independent contractor.

2.2 Service Requirements

2.21 Progress Reports and Adjustment to Project Schedule

Delete Article 2.21(e) of the Standard Provisions.

2.22 Relationship with Others

Delete the third sentence in Article 2.22 of the Standard Provisions.

2.24 Subletting, Assignment or Transfer

Delete Articles 2.24(b) and 2.24(c) of the Standard Provisions.

2.26 Accuracy of Professional Services and Professional Liability Insurance

Add the following to the end of Article 2.26(b) of the Standard Provisions:

“Since the CONSULTANT has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the CONSULTANT's experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such estimates as compared to CONTRACTORS' bids or the PROJECT construction cost.”

Delete the fourth sentence in Article 2.26(g) of the Standard Provisions.

Add the following to the end of Article 2.26(h) of the Standard Provisions:

“When a claims-made policy is renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by Vendors under this Contract. A claims-made policy that is replaced by an occurrence-based policy or not renewed must have an extended reporting period of at least two years.”

2.28 Reviews and Acceptances

Delete the words “FHWA and” from the second sentence in Article 2.28 of the Standard Provisions.

2.30 CADD Files

Delete Article 2.30 of the Standard Provisions.

2.31 Notices (Added)

Except where the terms of this AGREEMENT expressly provide otherwise, the parties shall give all notices required or permitted by this AGREEMENT in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this paragraph, or by a notice delivered by another method in accordance with this paragraph. An automatic “read receipt” will not constitute acknowledgment of an email for purposes of this paragraph. The CONSULTANT'S contact information shall be as noted within their formal contract proposal and the CITY'S address is stated below and may be changed to such other address as the party may hereafter designate by notice.

CITY Contact Information:

City Engineer
City of Urbana
706 South Glover Avenue
Urbana, Illinois 61802
(217) 384-2342

2.32 Use of the City's Name (Added)

The CONSULTANT shall not use the CITY'S name in any advertisements without the written approval of the CITY. Once written approval is provided to the CONSULTANT for a specific PROJECT, this approval shall not be needed again for the specific PROJECT.

2.4 Legal Obligations

Delete the following Articles of the Standard Provisions.

Article	Title
2.41	Felony Convictions
2.42	Delinquent Payment
2.43	Conflicts of Interest
2.44	Environmental Protection Act
2.45	Negotiations
2.46	Inducements
2.47	Revolving Door Prohibition
2.48	Disclosure
2.49	Reporting Anti-Competitive Practices
2.50	Confidentiality
2.52	Insider Information
2.53	Bribery
2.54	Multi-Year Contracts
2.55	Educational Loan
2.60	Federal and State Certifications Regarding Lobbying
2.63	Prompt Payment
2.64	Training and Apprenticeship Programs
2.65	Prevailing Wage
2.66	Cost Principles and Cost Accounting Standards
2.67	Disadvantaged Business Enterprise Participation
2.68	Nondiscrimination

2.40 Compliance with State and Other Laws

Replace the word "State" with "CITY" in the second sentence of Article 2.40 of the Standard Provisions.

Add the following to Article 2.40 of the Standard Provisions:

"The CONSULTANT agrees that the CITY'S Vendor Representations and Additional Duties (VRAD) form is incorporated into this Agreement by reference. This form includes certain terms with which the CONSULTANT and all SUBCONSULTANTS are required to comply under State law and or federal regulations."

2.69 Illinois Human Rights Act – Equal Employment Opportunity (EEO)

Replace Article 2.69 of the Standard Provisions with the following:

The CONSULTANT agrees to abide by and comply with the CITY'S Equal Employment Opportunity (EEO) Guidelines, codified in Urbana City Code Section 2-119, the Urbana

Human Relations Commission EEO Contract Compliance Policy, the Illinois Human Rights Act and all other federal, State and/or local laws pertaining to equal employment opportunity, each of which as may be amended from time to time.

Pursuant to the Urbana City Code, the CONSULTANT and all SUBCONSULTANTS must have on file an EEO approval letter or an Affirmative Action Form before an agreement can be executed with the CONSULTANT. Inquiries concerning this requirement may be directed to the Human Relations Office, 400 South Vine Street, Urbana, Illinois, 61801 or by telephone at (217) 384-2466.

The CONSULTANT acknowledges that a failure to comply with any of the aforementioned laws constitutes a material breach of the AGREEMENT.

2.71 Insurance other than Professional Liability

Add the following to the end of Article 2.71(d):

"Umbrella/Excess Liability, to follow form over General Liability, Automobile Liability, and Employer's Liability with limits of not less than:"

"Umbrella/Excess Liability	\$5,000,000 each occurrence
	\$5,000,000 general aggregate"

Add Article 2.71(g) to the Standard Provisions:

"Cyber, when any services require access to the City's information technology infrastructure or the sharing or transfer of personal or sensitive data with outside entities, Vendors shall maintain cyber liability coverage to cover claims involving security breach, system failure, data recovery, cyber extortion, information theft, damage to or destruction of electronic information, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses. Coverage to be maintained for the duration of the agreement and three years following its termination. This insurance requirement applies when a third party will be using, storing, sharing, transferring, or accessing private, confidential or protected information. Vendors shall maintain cyber liability insurance with limits of not less than:"

"Cyber	\$3,000,000 per claim"
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Add Article 2.71(g) to the Standard Provisions:

"Insurance must be placed with companies with an A.M. Best rating of A- VIII or better. Vendors shall name the City of Urbana and its officers and employees as additional insured on a primary and non-contributory basis to any City of Urbana insurance or self-insured program, for liability arising out of the activities of Vendors. Coverage will include contractual liability and a waiver of subrogation. Failure of the City to obtain Certificate(s) or other evidence of insurance from Vendors shall not be deemed a waiver of these insurance requirements. Vendor shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to City upon request. Vendors' failure to comply with the insurance requirements constitutes a material breach of contract terms."

2.73 Communication Disclosure

Replace the first sentence in Article 2.73 of the Standard Provisions with the following:

“Disclose the name and address of each agent of the offeror who has communicated, is communicating, or may communicate with any CITY officer or employee concerning the offer.”

2.77 Availability of Funds

Replace Article 2.77 of the Standard Provisions with the following:

“Obligations of the CITY shall cease immediately without penalty or further payment being required if, in any fiscal year, the Urbana City Council or an outside funding source fails to appropriate or otherwise make available funds for this CONTRACT. The CITY will notify CONSULTANT in writing within five (5) business days of learning that a funding source is no longer available.”

2.78 Settlement of Consultant Claims

Add the following to Article 2.78 of the Standard Provisions as paragraphs c), d), and e):

- c) The CONSULTANT shall only perform SERVICES authorized by this AGREEMENT and defined in the CONTRACT. Should the size or complexity of the PROJECT exceed the amount of SERVICES contemplated by this AGREEMENT or defined in the SCOPE OF SERVICES, the CONSULTANT shall obtain written authorization to perform ADDITIONAL SERVICES before such ADDITIONAL SERVICES are actually performed. The cost to perform any SERVICES prior to written authorization shall be paid exclusively by the CONSULTANT and shall not be reimbursed by the CITY.
- d) SUPPLEMENTAL AGREEMENTS or CHANGE ORDERS to authorize ADDITIONAL SERVICES shall be approved in accordance with the PURCHASING POLICY.
- e) The CONSULTANT shall not be reimbursed for costs incurred above the currently approved AGREEMENT amount plus the cost of approved SUPPLEMENTAL AGREEMENTS or CHANGE ORDERS approved in accordance with the requirements of the CITY’S Code of Ordinances.

2.80 Retention of Records

Replace the second sentence in Article 2.80 of the Standard Provisions with the following: “Immediately – with ten (10) business days – upon request, CONSULTANT shall make the CONTRACT and all books, records, and supporting documents related to the CONTRACT available for review and audit by the CITY.”

2.81 Jurisdiction and Forum (Added)

The CONSULTANT and CITY covenant and agree that Illinois law shall govern this AGREEMENT. The parties agree that all actions or proceedings arising in connection with this AGREEMENT shall be tried and litigated exclusively in the State and/or federal court located in the County of Champaign, State of Illinois, and stipulate that those courts have jurisdiction and venue over each party for the purpose of litigating any dispute, controversy or proceeding arising out of or related to this Agreement. Further, each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this AGREEMENT.

2.82 Federal Funding (Added)

If federal funds are utilized as a source of Project funding, the CONSULTANT shall also abide by the terms of applicable federal requirements in the performance of SERVICES.

2.83 Enforcement of Terms (Added)

The CONSULTANT shall be responsible for all reasonable costs incurred by the CITY in enforcing the terms of the CONTRACT and these Special Terms and Conditions, including court costs and actual incurred attorney's fees.

2.9 Methods of Payment

2.91 Partial Payments / Invoices

Delete the words "using the forms provided by the DEPARTMENT, on their Internal Web Site," in the first sentence in Article 2.91 of the Standard Provisions.

Add the following to Article 2.91 of the Standard Provisions:

- f) The CONSULTANT and CITY agree that the Local Government Prompt Payment Act does not apply to this AGREEMENT.
- g) No more than 95% of the Total AGREEMENT Amount shall be paid to the CONSULTANT until the final deliverables to be produced by the CONSULTANT as part of the SERVICES have been reviewed and accepted by the CITY.

2.92 Final Payment

Delete the second sentence in Article 2.92(a) of the Standard Provisions.

The CONSULTANT and the CITY agree that the City of Urbana Special Terms and Conditions for Consultant Services are a material part of any AGREEMENT between the CONSULTANT and the CITY that is executed prior to June 30, 2026. In case of any conflict between the Special Terms and Conditions and any AGREEMENT, the AGREEMENT shall take precedence and govern.

Executed by the CONSULTANT:

CONSULTANT (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Name (Written)

Name (Written)

Title

Title

Executed by the CITY:

Attest:

By (Signature & Date)

Name (Written)

Title

City Administrator