



## MEMORANDUM

**TO:** Mayor Laurel L. Prussing and Members of the City Council  
**FROM:** William R. Gray, Public Works Director  
Gale L. Jamison, Assistant City Engineer  
Bradley M. Bennett, Senior Civil Engineer  
**DATE:** December 6, 2012  
**RE:** 2012 Safe Routes to School Bike Facilities Project  
Construction Engineering Services Agreement

### Action Requested

Approval authorizing the Mayor and City Clerk to sign the Construction Engineering Services Agreement for the 2012 Safe Routes to School Grant Project.

### Background and Facts

The City of Urbana received a \$199,000 Safe Routes to School (SRTS) Grant to expand its bicycle facilities within 1.5 miles of Urbana Middle School to facilitate more students bicycling to school. The proposed bike facilities will also benefit five of Urbana's six elementary schools – Martin Luther King Jr., Prairie, Thomas Paine, Wiley, and Yankee Ridge. The proposed bicycle facilities include 2.2 miles of bike lanes, 0.5 miles of shared bike/parking lanes, and 5.6 miles of bike routes. The project will also include installation of new bike racks – 112 spaces – at all of the schools along the proposed bike facilities. All of the proposed bike facilities were recommended in the Urbana Bicycle Master Plan developed by the Champaign County Regional Planning Commission (CCRPC) for the City of Urbana in 2008.

The Urbana Public Works Department has selected ESCA Consultants, Inc., a civil engineering design firm located in Urbana, to provide the construction engineering services for the SRTS Bike Facilities Project. ESCA Consultants, Inc. was retained by the Public Works Department to perform the preliminary design and final engineering services for the SRTS Bike Facilities Project. The proposed bike facilities are anticipated to be constructed in the summer of 2013. A graphic of the proposed bike facilities is shown in Attachment A.

### Financial Impact

The cost of the engineering design services for the SRTS Bike Facilities Project is \$14,645.23 of which all those costs are covered by the grant.

**Recommendations**

It is recommended that the resolution authorizing the mayor and clerk to sign the Construction Engineering Services Agreement for the SRTS Bike Facilities Project be approved.

Attachments:

Construction Engineering Services Agreement for Federal Participation  
Authorization Resolution

RESOLUTION NO. 2012-12-068R

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH ESCA CONSULTANTS, INC.

(2012 Safe Routes to School Bike Facilities Project)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

An Agreement between the City of Urbana, Illinois, and ESCA Consultants, Inc., in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.


The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

Local Agency City of Urbana	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>LOCAL AGENCY</b>	Consultant ESCA Consultants, Inc.
County Champaign			Address 2008 Linview Ave.
Section			City Urbana
Project No.			State IL
Job No.			Zip Code 61803
Contact Name/Phone/E-mail Address Brad Bennett (217) 384-2316			Contact Name/Phone/E-mail Address Jim Sullivan jms@escaconsultants.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor In Responsible Charge</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>Contractor</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

**Project Description**

Name Urbana SRTS Project Route Various Length \_\_\_\_\_ Structure No. NA

Termini Urbana City-Wide Bicycle Network

Description: Create On-Road Bicycle Lanes

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.





**Exhibit A - Construction Engineering**

Route: Various- Urbana City Wide Bicycle Network  
 Local City of Urbana  
 (Municipality/Township/County)

Section: Urbana SRTS Project  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

\*Firm's approved rates on file with  
 Bureau of Accounting and Auditing:

Overhead Rate (OH) 120.40 %  
 Complexity Factor (R) 0.00  
 Calendar Days 60

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Fixed Fee 2  14.5%[(2.3 + R)/DL + IHDC]  
 Specific Rate   
 Lump Sum

Cost Estimate of Consultant's Services in Dollars										
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total	
<b>State Let Project</b>										
Pre-Construction	Senior Engineer	12.00	\$36.50	\$438.00	\$527.35	\$296.00	\$0.00	\$146.07	\$1,407.42	
Construction	Senior Engineer	26.00	\$36.50	\$949.00	\$1,142.59	\$592.00	\$100.00	\$330.99	\$3,114.58	
Construction	Junior Tech.	40.00	\$16.73	\$669.20	\$805.71	\$0.00	\$0.00	\$223.17	\$1,698.08	
Post Construction	Senior Engineer	12.00	\$36.50	\$438.00	\$527.35	\$296.00	\$0.00	\$146.07	\$1,407.42	
<b>Day Labor Project</b>										
Pre-Construction	Senior Engineer	8.00	\$36.50	\$292.00	\$351.56	\$296.00	\$0.00	\$97.38	\$1,036.94	
Construction	Senior Engineer	28.00	\$36.50	\$1,022.00	\$1,230.48	\$592.00	\$100.00	\$355.33	\$3,299.81	
Construction	Junior Tech.	30.00	\$16.73	\$501.90	\$604.28	\$0.00	\$0.00	\$167.38	\$1,273.56	
Post Construction	Senior Engineer	12.00	\$36.50	\$438.00	\$527.35	\$296.00	\$0.00	\$146.07	\$1,407.42	
<b>Totals</b>										
		168.00		\$4,748.10	\$5,716.67	\$2,368.00	\$200.00	\$1,612.46	\$14,645.23	





**Illinois Department  
of Transportation**

**Local Public Agency Resident  
Construction Supervisor/ In  
Responsible Charge**

Mr. Joseph E. Crowe  
Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
Region 3, District 5  
Paris, Illinois 61944

County Champaign  
Municipality City of Urbana  
Section 12-00517-00-ST  
Route Various  
Contract No. \_\_\_\_\_  
Job No. \_\_\_\_\_  
Project SRTS-4009(172)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

\_\_\_\_\_  
Date Signature and Title (for the Local Public Agency)

James M. Sullivan  
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

**For Consultants:** I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 09-0329.

Mr. Sullivan has over 34 years of construction management experience with both public and private projects. He worked 27 years for IDOT and was involved in the planning, design and construction of infrastructure projects.

Specific construction related experience:

- Project Review Engineer for the Central Bureau of Construction
- Construction Field Engineer for District 5
- Resident Engineer on 46 highway construction projects in District 5
- Senior Engineer who is responsible for managing and directing construction services projects for consulting firms.

11/30/12 James M. Sullivan Senior Engineer  
Date Signature of Applicant Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved \_\_\_\_\_  
Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets  
Engineer of Construction, Central Bureau of Construction  
Resident Construction Supervisor  
Local Public Agency

## Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



## Instructions for Preparation of Form BC 776

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



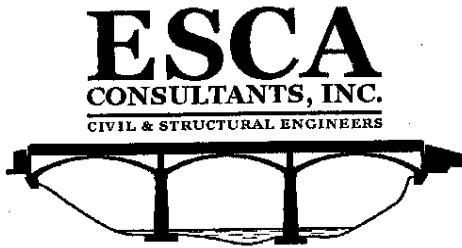
Firm Name: ESCA Consultants, Inc. PTB/Item No: C.E. - Urbana SRTS

REQUIRED – DIRECT COSTS WILL ONLY BE ACCEPTED FOR INCLUSION IN CONTRACT WHEN DOCUMENTED ON THIS FORM.  
(Indicate only rate and quantities for this specific project.)

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
Per Diem	Up to State Rate Maximum			\$0.00
Lodging (Overnight)	Up to State Rate Maximum			\$0.00
Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
Vehicles:		\$0.50	270.00	
Mileage	Up to State Rate Maximum			\$135.00
Daily Rate (owned or leased)	\$45/day			\$0.00
Overtime	(Premium Portion)			\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)			\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost	\$20.00	2.00	\$40.00
Copies of Deliverables/Mylars (in-house)	Actual Cost			\$0.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)			\$0.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost			\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)			\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)			\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
Copies, B&W	Actual Cost	\$0.05	500.00	\$25.00
<b>TOTAL</b>				<b>\$200.00</b>

1) Used to determine upper limit of compensation for direct cost. Unless maximum is specified under allowable, bill at actual cost.





Richard D. Payne, P.E., S.E.  
President

Michael T. Dooley, P.E., S.E.  
Vice President

Eric L. Henkel, P.E., S.E.  
Vice President

October 26, 2012

City of Urbana  
Engineering Division  
706 S. Glover Avenue  
Urbana, IL 61802

Attn: Mr. Brad Bennett, P.E.  
Senior Civil Engineer

Re: Construction Engineering Services Agreement for the Urbana Safe Routes to Schools Project

Dear Mr. Bennett:

Per our discussion at the October 23<sup>rd</sup> Kick-Off Meeting I have provided an updated Proposal Letter and updated Construction Engineering Services Agreement (BLR 05611) for processing.

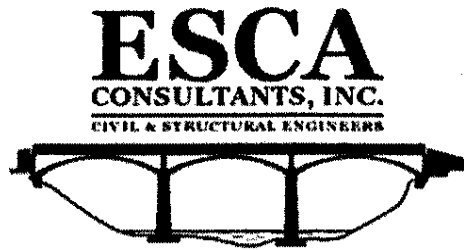
The Proposal Letter has the same content as the April 4, 2012 Proposal Letter as it relates to the Construction Engineering (CE) services. The upper limit for the CE services was increased to \$14,645.23 that reflects a \$241.28 increase over the amount shown in the April 4<sup>th</sup> proposal. The difference reflects an hourly rate increase since April and also a decrease in our overhead rate. Please return the proposal letter signed along with the executed BLR 05611 to serve as our notice to proceed.

Regards,

ESCA CONSULTANTS, INC.

A handwritten signature in cursive script that reads 'James M. Sullivan'.

James M. Sullivan, P.E.  
Senior Engineer



Richard D. Payne, P.E., S.E.  
President

Michael T. Dooley, P.E., S.E.  
Vice President

Eric L. Henkel, P.E., S.E.  
Vice President

October 26, 2012

City of Urbana  
Engineering Division  
706 S. Glover Avenue  
Urbana, IL 61802

Attn: Mr. Brad Bennett, P.E.  
Senior Civil Engineer

Re: Proposal to Provide Construction Engineering Services for the Urbana Safe Routes to Schools Project

Dear Mr. Bennett:

Per your request, ESCA Consultants, Inc. (ESCA) is pleased to provide this engineering services proposal for the Urbana Safe Routes to School Project (SRTS). A meeting was held on March 21, 2012 to discuss the scope of work for the Construction Engineering. Based on the meeting and the documents provided we are proposing the following Scope of Services.

### **Scope of Work for Construction Engineering**

ESCA will provide Construction Engineering Services for the State Let contract and the Federal Day Labor project. Per discussion with IDOT, each project will have a set of construction files and they will be considered as two independent projects. IDOT anticipates the Federal Day labor project will be set up in the IDOT BCM system with pay estimates being generated based on our quantities and unit prices. ESCA will provide Resident Engineer duties including project oversight, ICORS documentation for the State Let contract and the project documentation required for the Federal Day Labor project. The services will include the paperwork required for the closeout of both projects and ESCA will also provide construction layout as needed.

### **Scope of Work Clarifications**

The defined Scope of Work to be performed by ESCA for the Engineering Services is being further clarified by identifying items that will not be either addressed or included. Please note the following clarifications:

- IDOT has indicated there is no required participation by a DBE firm for the Engineering Services and we will not have any DBE firms as subconsultants.

**Items to be provided by the City of Urbana**

- Coordination throughout the project.
- The City will provide a Professional Engineer who will be in "Responsible Charge" of the construction for the State Let contract and the Federal Day Labor project.
- The City will provide a technician to perform construction inspection including daily documentation with needed measurements (IDRs) and the field testing of concrete. The technician will be needed for the State Let contract and the Federal Day Labor project.
- The City will perform as the contractor for the Federal Day Labor project.

**Compensation**

ESCA proposes to provide the engineering services and be compensated on a Cost Plus Fixed Fee (CPFF) basis. The CPFF method is the only method of compensation that will be allowed by IDOT on this project for Federal participation.

Construction Engineering Services Agreement for Federal Participation: \$14,645.23

ESCA's total compensation for this project will not exceed \$14,645.23 unless the scope of work is altered and payment of additional compensation is authorized by the City. The upper limit of compensation may also change upon IDOT's review of the agreement and their assessment of ESCA's overhead rate and our approved payroll rates that are on file with the Bureau of Accounting and Auditing. IDOT's review occasionally results in some minor changes to the allowed compensation.

ESCA will invoice the City of Urbana on a monthly basis with payment due within thirty (30) days. The monthly invoice statements will provide the documentation needed for the City to request reimbursement from IDOT for the Engineering Services.

We appreciate the opportunity to submit this proposal and look forward to working with you. The return of this form signed and dated as indicated below will serve as the acceptance of the Scope of Services as outlined in our Proposal. The Notice to Proceed will be based on the execution of the agreement by all parties and the approval of the agreement by IDOT.

Acceptance of Proposal

The acceptance of the proposal is hereby acknowledged.

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Regards,  
ESCA CONSULTANTS, INC.



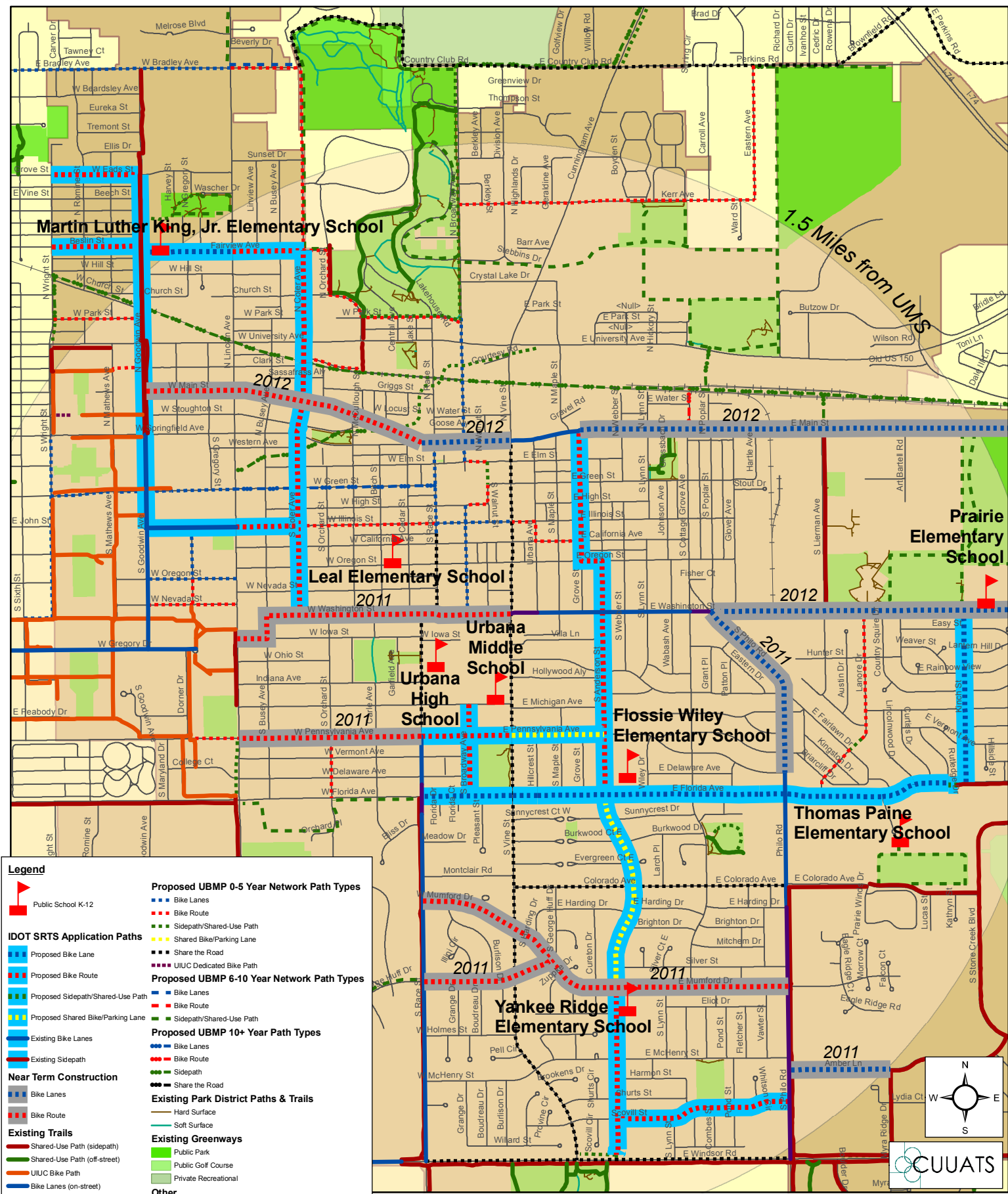
James M. Sullivan, P.E.  
Senior Engineer

Attachment: CE Services Agreement for Federal Participation BLR 05611



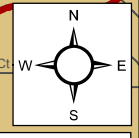
# IDOT SRTS Application 2010 - Urbana City-Wide Bicycle Network

## Urbana Bicycle Master Plan Recommendations



**Legend**

- Public School K-12
- IDOT SRTS Application Paths**
  - Proposed Bike Lane
  - Proposed Bike Route
  - Proposed Sidepath/Shared-Use Path
  - Proposed Shared Bike/Parking Lane
  - Existing Bike Lanes
  - Existing Sidepath
- Near Term Construction**
  - Bike Lanes
  - Bike Route
- Existing Trails**
  - Shared-Use Path (sidepath)
  - Shared-Use Path (off-street)
  - UIUC Bike Path
  - Bike Lanes (on-street)
  - Shared Lane Markings (sharrows)
- Proposed UBMP 0-5 Year Network Path Types**
  - Bike Lanes
  - Bike Route
  - Sidepath/Shared-Use Path
  - Shared Bike/Parking Lane
- Proposed UBMP 6-10 Year Network Path Types**
  - Bike Lanes
  - Bike Route
  - Sidepath/Shared-Use Path
- Proposed UBMP 10+ Year Path Types**
  - Bike Lanes
  - Bike Route
  - Sidepath
  - Share the Road
- Existing Park District Paths & Trails**
  - Hard Surface
  - Soft Surface
- Existing Greenways**
  - Public Park
  - Public Golf Course
  - UIUC Bike Path
  - Private Recreational
- Other**
  - Urbana City Limits
  - 1.5 Mile Boundary from UMS
  - Roads
  - Railroads



Selected map data provided by the Champaign County GIS Consortium

