

# **ENGINEERING DIVISION**

# **M** E M O R A N D U M

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:	June 7, 2012
RE:	2012 Safe Routes to School Bike Facilities Project
	Local Agency Agreement and Preliminary Engineering Services Agreement

# **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 Public Works Department has selected ESCA Consultants, Inc., a civil engineering design firm located in Urbana, to provide the preliminary engineering design 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 bile facilities is shown in Attachment A.

# **Financial Impact**

The cost of the engineering design services for the SRTS Bike Facilities Project is \$25,811.16 of which \$25,200 of those costs are covered by the grant. A budget amendment ordinance is attached providing sufficient funds for the costs of the engineering design services and construction costs for the SRTS Bike Facilities Project.

## **Recommendations**

It is recommended that the resolution authorizing the mayor and clerk to sign the Local Agency Agreement and Preliminary Engineering Services Agreement for the SRTS Bike Facilities Project be approved. It is recommended that the budget amendment ordinance for the SRTS Bike Facilities Project be adopted. Attachments:

Local Agency Agreement for Federal Participation Preliminary Engineering Services Agreement for Federal Participation Authorization Resolution Budget Amendment Ordinance

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Illinois Dep of Transpo		ocal Agency	State Contract	Day Labor	Local Contract	RR Force Account	
of Transpo	ortation U	Urbana, City of				Х	
Local Agency Agre	ement	Section		Fund Type		ITEP Number	
for Federal Particip		12-00517-00-ST		SRS			
Constr	ruction	Engineering				Right-of-Way	
Job Number	Project Number	Job Number	Project	t Number	Job Nur	nber	Project Number

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

SRTS-4009(172)

P-95-342-12

Location					
Local Name Urbana	City Wide Bicycle Network	Route	Various	Length	
Termini Bicycle network within 1.5 miles of Urbana Middle School. Network will also be adjacent to Martin Luther King Jr., Flossie					
Wiley, Yankee Ridge, Thomas Paine & Prairie Elementary Schools - five of Urbana's six elementary schools.					
Current Jurisdiction	City of Urbana		Exist	ting Structure No	

## **Project Description**

Preliminary engineering for preparation of project report, plans and specifications and all other preliminary work to prepare this project for construction.

Division of Cost												
Type of Work	S	RS		%		STATE	%		LA	%	Total	
Participating Construction			(		)		(	)		(	)	
Non-Participating Construction			(		)		(	)		(	)	
Preliminary Engineering		25,200	(	*	)		(	)	611	( Bal	) 2:	5,811
Construction Engineering			(		)		(	)		(	)	
Right of Way			(		)		(	)		(	)	
Railroads			(		)		(	)		(	)	
Utilities			(		)		(	)		(	)	
Materials												
TOTAL	\$	25,200			\$			\$	611		\$ 25	5,811
	*100%	% Safe F	Rout	es to S	Schoo	I Funds Not to	Exceed \$	25,200				

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursment.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD ALump Sum (80% of LA Obligation)					
METHOD B	Monthly Payments of				
METHOD CLA's Share		divided by estimated total cost multiplied by actual progress payment.			

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and the department; and the stabilist. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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 instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <a href="https://www.bpn.gov/ccr">https://www.bpn.gov/ccr</a>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <a href="http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf">http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf</a>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in 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.). In the absence of a USDOT approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement. <u>Number 1 Location Map</u>\_\_\_\_\_

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED	APPROVED					
Local Agency	State of Illinois Department of Transportation					
Laurel Lint Prussing						
Name of Official (Print or Type Name)	Ann L. Schneider, Secretary of Transportation	Date				
Mayor	By:					
Title (County Board Chairperson/Mayor/Village President/etc.)	(Delegate's Signature)					
(Signature) Date	(Delegate's Name - Printed)					
The above signature certifies the agency's TIN number is 37-6000524 conducting business as a Governmental Entity.	William R. Frey, Interim Director of Highways/Chief Engineer	Date				
DUNS Number	Ellen J. Schanzle-Haskins, Chief Counsel	Date				
<b>NOTE:</b> If signature is by an APPOINTED official, a resolution	Matthew R. Hughes, Director of Finance and Administration	Date				
authorizing said appointed official to execute this agreement is						

required.

Local Agency City of Urbana County Champaign Section Project No. Job No. Contact Name/Phone/E-mail Address Brad Bennett / (217) 384-2316 /bmbennett@urbanaillinois.us	LOCAL AGENCY	Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant ESCA Consultants, Inc. Address 2008 Linview Ave. City Urbana State IL Zip Code 61803 Contact Name/Phone/E-mail Address Jim Sullivan / (217) 384-0505 /JMS@escaconsultants.com
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THIS AGREEMENT is made and entered into this	day of	,	between the above
Local Agency (LA) and Consultant (ENGINEER) a	nd covers certain professional engineering	g services ir	connection with the PROJECT.
Federal-aid funds allotted to the LA by the state of	Illinois under the general supervision of the	he Illinois De	epartment of Transportation
(STATE) will be used entirely or in part to finance e	engineering services as described under A	AGREEMEN	IT PROVISIONS.

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,

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- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- 3. To complete the services herein described within <u>145</u> calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

- 9. 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) 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.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 11. 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.
- 12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
- 13. Scope of Services to be provided by the ENGINEER:
  - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

#### II. THE LA AGREES,

- 1. To furnish the ENGINEER all presently available survey data and information
- 2. 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	s Fixed Fee	□ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or ⊠ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or □ CPFF = 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				
Specific	Rate	🔲 (Pay p	per element)			
Lump Su	ım					
<b>T</b>						

- 3. 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 o 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.
- 4. 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 seg.).

## III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
- 2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

- 3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. 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 none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without 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.
- 5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- 7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
- 9. 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 the 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,
- 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.

10. 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 of this AGREEMENT or such other remedy as the LA deems appropriate.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
ESCA Consultants, Inc.	37-1097687	\$25,811.16
Sub-Consultants:	TIN Number	Agreement Amount
NA	· · · · · · · · · · · · · · · · · · ·	\$0.00
······································		· · · · · · · · · · · · · · · · · · ·
	Sub-Consultant Total:	\$0.00
	Prime Consultant Total:	
	Total for all Work:	\$25,811.16

Executed by the LA:		City of Urbana (Municipality/Township/County)
ATTEST:		
Ву:		Ву:
	Cierk	Title:
(SEAL)		
Executed by the ENGINEER:		
ATTEST:		ESCA Consultants, Inc.
By: James M.	Jullin .	By:findel
Title: Senior Engineer		Title: Vice President

Exhibit A - Preliminary Engineering

Route:   Various- Urbana City Wide Bicycle Network     Local Agency:   City of Urbana     City of Urbana   (Municipality/Township/County)     Section:   Urbana SRTS Project     Job No.:   Method of Compensation:
---

DOT'S	%
on file with nd Auditing:	134.20 0.00
*Firm's <b>approved rates</b> on file with IDOT'S Bureau of Accounting and Auditing:	Overhead Rate (OH) Complexity Factor (R) Calendar Days 70
*Firm Bure	Over Com Calei

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Cost Plus Fixed Fee 2 Cost Plus Fixed Fee 3 Specific Rate Lump Sum

14.5%[DL + R(DL) + 1.4(DL) + 1HDC]
14.5%[0L + R(DL) + 1.4(DL) + 1HDC]
14.5%[(2.3 + R)DL + 1HDC]

Cost Estimate of Consultant's Services in Dollars

			Cost Estima	te of Consultant	ate of Consultant's Services in Poliars	lars			
Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
State Let Project									
PDR	Senior Engineer	12.00	\$34.00	\$408.00	\$547.53	\$0.00	\$0.00	\$141.98	\$1,097.51
	Clerical	2.00	\$14.00	\$28.00	\$37.57	\$0.00	\$0.00	\$9.74	\$ 75.31
PS&E	Senior Engineer	68.00	\$34.00	\$2,312.00	\$3,102.70	\$0.00	\$130.00	\$823.42	\$6,368.12
	Technician	8.00	\$21.20	\$169.60	\$227.60	\$0.00	\$0.00	\$59.02	\$ 456.22
	Junior Technician	84.00	\$15.30	\$1,285.20	\$1,724.73	\$0.00	\$0.00	\$447.24	\$3,457.17
	Clerical	5.00	\$14.00	\$70.00	\$93.94	\$0.00	\$0.00	\$24.36	\$ 188.30
Federal Day Labor									
ESR	Senior Engineer	8.00	\$34.00	\$272.00	\$365.02	\$0.00	\$0.00	\$94.65	\$ 731.67
PS&E	Senior Engineer	84.00	\$34.00	\$2,856.00	\$3,832.75	\$0.00	\$130.00	\$1,012.73	\$7,831.48
	Technician	4.00	\$21.20	\$84.80	\$113.80	\$0.00	\$0.00	\$29.51	\$ 228.11
	Junior Technician	62.00	\$15.30	\$948.60	\$1,273.02	\$0.00	\$0.00	\$330.11	\$2,551.73
	Clerical	4.00	\$14.00	\$56.00	\$75.15	\$0.00	\$0.00	\$19.48	\$ 150.63
Material Proposal	Senior Engineer	24.00	\$34.00	\$816.00	\$1,095.07	\$0.00	\$0.00	\$283.96	\$2,195.03
	Junior Technician	8.00	\$15.30	\$122.40	\$164.26	\$0.00	\$0.00	\$42.59	\$ 329.25
	Clerical	4.00	\$14.00	\$56.00	\$75.15	\$0.00	\$0.00	\$19.48	\$ 150.63
							1		
Totals		377.00		\$9,484.60	\$12,728.29		\$ 260.00	\$3,338.27	825,811.16

Page 6 of 7 Printed on 5/17/2012 4:53:18 PM

BLR 05610 (Rev. 9/06)



# **Engineering Payment Report**

## **Prime Consultant**

Name	ESCA Consultants, Inc.
Address	2008 Linview, Urbana, IL
Telephone	(217) 384-0505
TIN Number	37-1097687

## **Project Information**

Local Agency	City of Urbana	
Section Number		
Project Number		
Job Number		

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total: Total for all Work	
	Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



Firm Name: ESCA Consultants, Inc. PTB/Item No: P.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			\$0.0
Lodging (Overnight)	Up to State Rate Maximum			\$0.0
Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.0
Air Fare Coach Rate (with two weeks' notice)	As Approved	·····		\$0.00
Vehicles: Mileage	Up to State Rate Maximum	\$0.50	270.00	\$135.00
Daily Rate (owned or leased)	\$45/day		**************************************	\$0.00
Overtime	(Premium Portion)		-+	\$0.00
Tolis	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost		<b> </b>	\$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	\$2.00	30.00	\$60.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)			\$0.00 \$0.00
Monuments (permanent)	Actual Cost		· · · · ·	\$0.00
Advertisements	Actual Cost			<u>\$0.00</u> \$0.00
Web Site	Actual Cost		·	\$0.00
Facility Rental for Public Meetings &				φ0.00
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
_ab 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
Jtility 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
OTAL	direct cost. Unless maximum is specified under allowab			\$260.00

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

April 4, 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 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 Preliminary Engineering and the Construction Engineering. Based on the meeting and the documents provided we are proposing the following Scope of Services.

# Scope of Work for Preliminary Engineering

Per discussion with IDOT a separate set of plans, specifications and estimates for a State Let project and a Federal Day Labor project will be developed. The State Let project will provide for construction of the pavement striping only. The Federal Day Labor project will provide for the construction of the remaining items including signs, bicycle racks, concrete pads for the bicycle racks, driveway pavement removal and replacement and sidewalk removal and replacement. A Local Let Material Proposal will be required to purchase the signs, posts and bicycle racks that will be used in the establishment of the unit prices for Day Labor.

State Let PS&E - The following work will be performed:

- Submittal of the Program Development Report (PDR) as needed for the project. It is anticipated the project will be a Categorical Exclusion Group 1 for processing.
- Field verify the pavement widths for all locations identified in the SRTS Grant Proposal Application (Application) that will receive pavement striping.
- Field measure and document the existing pavement markings that must be removed.
- Develop plan sheets based on the DWG files to be provided by the City. General striping layout shown on the DWG sheets will be used with location and placement based on the field measurements.
- The City does not have DWG files for the striping identified in the Application for Anderson Street and Pennsylvania Avenue. The necessary plan sheets will be developed.

Mr. Brad Bennett Page 2 April 4, 2012

- Pavement markings shown in the Application will be checked for conformance with the standards and details shown in the Urbana Bicycle Master Plan.
- The Application provides quantities and unit prices for the striping items. The quantities and unit prices will be reviewed and checked for accuracy prior to the PS&E submittal.
- PS&E package required by Section 24-1.01(a) of the Bureau of Local Roads and Streets Manual (Manual) for submittal to the District for State Let, Federally funded projects.

# Federal Day Labor PS&E- The following work will be performed:

- Submittal of the Environmental Survey Request (ESR) and the PDR as needed for the project. It is anticipated the project will be a Categorical Exclusion Group 1 for processing.
- Field Survey for the areas of sidewalk removal and replacement, driveway pavement removal and replacement and concrete pads for the bicycle racks as indicated on the Application documents provided by the City.
- Submit to IDOT the "Local Agency Assessment to Perform Federal-Aid Work by Day Labor Forces".
- Prepare a Material Proposal for a Local Letting in accordance Section 24-2.05 (2) of the Manual.
- Prepare the PS&E submittal as required by Section 24-3.02 of the Manual that includes the unit cost estimate.

# 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 over sight, 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:

- The proposal assumes the project will be processed as a Categorical Exclusion Group 1. If the ESR and PDR disclose conditions that will not allow processing as a Group 1 this will be considered as a change in our scope of work.
- 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.
- The proposal does not include the development of any needed Intersection Design Studies (IDS). It is anticipated an IDS will be needed for the intersection of Florida Avenue & Philo Road.

Mr. Brad Bennett Page 3 April 4, 2012

# Items to be Provided by the City of Urbana

The City of Urbana has provided or will provide the following:

- Coordination throughout the project.
- The DWG files that were developed for the SRTS grant application.
- Copies of the Urbana Bicycle Master Plan and the SRTS Grant Proposal Application that apply to the project design.
- IDS for the intersection of Florida Avenue & Philo Road.
- 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.
- Previously submitted information to IDOT for a "Local Agency Assessment to Perform Federal-Aid Work by Day Labor Forces" approval. The information will be used to request work to be done on a Day Labor basis for this project.
- Equipment details (number and type), labor and burden rates and production estimates to be used in the development of the unit prices for Day Labor.

# 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. The following costs have been determined by using the designated IDOT forms.

Preliminary Engineering Services Agreement for Federal Participation: \$25,811.16 Construction Engineering Services Agreement for Federal Participation: <u>\$14,403.95</u> Total \$40,215.11

ESCA's total compensation for this project will not exceed \$40,215.11 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 agreements 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.

Mr. Brad Bennett Page 4 April 4, 2012

We appreciate the opportunity to submit this proposal and look forward to working with you. Please contact me if you have any questions about the proposal. 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 attached Preliminary and Construction Services Agreements for Federal Participation will be executed by ESCA after we receive the Acceptance of Proposal. Notice to Proceed will be based on the execution of the agreements by all parties and the approval of the agreements by IDOT.

Per discussion with IDOT, to process the Preliminary Engineering Services Agreement for Federal Participation (PE) they will need the executed PE and the State funding agreement. Submittal of these forms to Springfield by mid-May would allow the PE to be in queue for signature as soon as the 2013 budget is signed and work could begin on the Preliminary Engineering after funding is authorized. The joint agreement for construction, the Construction Services Agreement for Federal Participation and the needed intergovernmental agreement could be done later as we get closer to the State letting date.

Acceptance of Proposal

The acceptance of the proposal is hereby acknowledged.

Date\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Regards, ESCA CONSULTANTS, INC.

James M. Julh

James M. Sullivan, P.E. Senior Engineer

## RESOLUTION NO. 2012-06-036R

## A RESOLUTION AUTHORIZING EXECUTION OF A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION

(Engineering design services for 2012 Safe Routes to School 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 the Illinois Department of Transportation, 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.

Motion was made by Alderman \_\_\_\_\_, seconded by Alderman

\_\_\_\_\_ that the Resolution be adopted.

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

Phyllis D. Clark, City Clerk

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

Laurel Lunt Prussing, Mayor

## ORDINANCE NO. 2012-06-062

# AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE (SAFE ROUTES TO SCHOOL GRANT)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2011, and ending June 30, 2012, (the "Annual Budget Ordinance") has been duly adopted according to sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

1

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

<u>Section 1.</u> That the Annual Budget be and the same is hereby revised to provide as follows:

FUND: Capital Improvement

INCREASE EXPENSE: Bike Signage/Lanes \$199,000

INCREASE REV: Fed./State Grant \$199,000

<u>Section 2.</u> This Ordinance shall be effective immediately upon passage and approval and shall not be published.

<u>Section 3.</u> This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,

<u>AYES:</u> <u>NAYS:</u> ABSTAINED:

•

\_\_\_\_•

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_,

Laurel Lunt Prussing, Mayor

# ATTACHMENT A



# IDOT SRTS Application 2010 - Urbana City-Wide Bicycle Network Urbana Bicycle Master Plan Recommendations

