



CITY OF URBANA, ILLINOIS  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

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:** ~~February 21, 2013~~  
**RE:** Florida Avenue and Philo Road Traffic Signal Replacement Project  
Resolution for Preliminary Engineering Services Phase 2 Agreement

**Action Requested**

Approval of the resolution authorizing the mayor and clerk to sign the Preliminary Engineering Services Phase 2 Agreement for the Florida Avenue and Philo Road Traffic Signal Replacement Project.

**Background and Facts**

The traffic signals at Florida Avenue and Philo Road are 33 years old and have reached the end of their service life. Additionally, a road diet (including bike lanes implemented on Philo Road and a proposed road diet with bike lanes on Florida Avenue) resulted in the traffic signal heads not being aligned with the travel lanes for the intersection. Based on these conditions the Engineering Division is recommending the replacement of the traffic signals at Florida Avenue and Philo Road.

The Public Works Department has selected ESCA Consultants, Inc., a civil engineering design firm located in Urbana, to provide the Preliminary Engineering Design Phase 2 Services for the Florida Avenue and Philo Road Traffic Signal Replacement Project. The traffic signal replacements are anticipated to be constructed in the summer of 2013. ESCA Consultants, Inc. completed the Preliminary Engineering Design Phase 1 Services for the Florida Avenue and Philo Road Intersection.

**Financial Impact**

The cost of the Phase 2 Preliminary Engineering Design Services for the Florida Avenue and Philo Road Traffic Signal Replacement Project is \$32,400. Sufficient State Motor Fuel Tax funds are included in the 2012-2013 budget for the project.

**Recommendations**

It is recommended that the resolution authorizing the mayor and clerk to sign the Preliminary Engineering Services Phase 2 Agreement for the Florida Avenue and Philo Road Traffic Signal Replacement Project be approved.

Attachments: Preliminary Engineering Services Phase 2 Agreement for Motor Fuel Tax Funds  
Authorization Resolution for Preliminary Engineering Services Phase 2 Agreement

RESOLUTION NO. 2013-02-005R

A RESOLUTION APPROVING A PHASE II PRELIMINARY ENGINEERING SERVICES AGREEMENT WITH ESCA CONSULTANTS, INC.

(Florida Avenue and Philo Road Traffic Signal Improvements)

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

Section 1.

A Phase II Preliminary Engineering Services Agreement for Motor Fuel Tax Funds, 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

Municipality City of Urbana	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds</b>	<b>C O N S U L T A N T</b>	Name ESCA Consultants, Inc.
Township				Address 2008 Linview Ave.
County Champaign				City Urbana
Section 12-00523-00-TL				State IL

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 improvement of the above SECTION, Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

### Section Description

Name Florida Avenue & Philo Road

Route \_\_\_\_\_ Length \_\_\_\_\_ FT ( \_\_\_\_\_ Miles) (Structure No. \_\_\_\_\_ )

Termini Intersection of Florida Avenue & Philo Road

**Description:**

Phase 2 Preliminary Engineering Services that include detailed plans and specifications for the signal modernization at the intersection of Florida Avenue with Philo Road. Construction guidance may also be furnished as the construction work progresses.

### Agreement Provisions

**The Engineer Agrees,**

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
  - a.  Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
  - b.  Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c.  Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles n analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d.  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.
  - e.  Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
  - f.  Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g.  Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h.  Furnish the LA with survey and drafts in quadruplicate of 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.

NOTE: Four Copies to be submitted to the Regional Engineer

- i.  Prepare the Project Development Report when required by the DEPARTMENT.
  - j.  Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
  - k.  Assist the LA in the tabulation and interpretation of the contractors' proposals.
  - l.  Furnish construction guidance. Construction guidance shall include:
    - (1) Consultation on interpretation of plans and specifications and changes during construction.
    - (2) Checking all shop and working drawings.
    - (3) Periodical job-site observation as construction progresses.
    - (4) Reviewing and checking all reports by testing laboratories on equipment and material tested.
    - (5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.
    - (6) Conducting final observation of construction and preparation of final papers and reports.
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

**THE LA AGREES,**

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1k, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a.  A sum of money equal to \_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b.  A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus \* percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed. \* **The services stipulated in paragraphs 1g, 1i, 2,3,4,5 & 6 will be paid as specified in Attachment A.**

3. To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES.
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraph 1a through 1j under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.
  - b. Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.
  - c. Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.By mutual agreement, partial payments not to exceed 90 percent of the amount earned may be made from time to time as the work progresses. **Note: Payments due the ENGINEER shall be made according to the provisions of Attachment A.**
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus \*\* percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \*\* percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications. **\*\* The services rendered will be paid as specified in Attachment A.**

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**It is Mutually Agreed,**

1. That any difference 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.
  2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
  3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
  4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
  5. EEO contract compliance shall be governed by the attached Exhibit D, EEO CONTRACT COMPLIANCE POLICY STATEMENT.
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IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

City of Urbana of the  
(Municipality/Township/County)

State of Illinois, acting by and through its

By \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_ Clerk

Title \_\_\_\_\_

(Seal)

Executed by the ENGINEER

ESCA Consultants, Inc.

2008 Linview Avenue

ATTEST:

Urbana, IL 61803

By *James M. Sullivan*

By *Michael J. Dooley*

Title Senior Engineer

Title Vice President

<b>Approved</b>
_____
Date
Department of Transportation
_____
Regional 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

## Phase 2 P.E. Services & Construction Guidance

### Section 12-00523-00-TL

#### City of Urbana

#### Intersection of Florida Ave. & Philo Road

#### Attachment A

**Payment for Services:** The payment for services will be based on the following Standard Hourly Rates. The hourly rates include payroll, payroll burden, overhead and profit. We will also submit for the reimbursement of our direct expenses.

#### Standard Hourly Rates

Senior Engineer	\$96.00
Junior Engineer	\$60.00
Senior Technician	\$80.00
Technician	\$60.00
Junior Technician	\$46.00
Clerical	\$40.00

ESCA's total compensation for this project will not exceed \$32,400.00 for the Phase 2 P.E. Services and the Construction Guidance unless the scope of work is altered and payment of additional compensation is authorized by the City of Urbana.

**Payments due the ENGINEER:** ESCA Consultants, Inc. will bill the City of Urbana on a monthly basis for actual time spent and direct expenses incurred, with payment due within thirty (30) days.

## Exhibit D

### EEO CONTRACT COMPLIANCE POLICY STATEMENT

- (1) *Non-discrimination pledge.* The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, creed, class, national origin, religion, sex, age, marital status, physical or mental disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation or any other legally protected group status.
- (2) *Notices.* The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the nondiscrimination pledge.
- (3) *Solicitation and ads for employment.* The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity state that all qualified applicants will receive consideration for employment as provided for in the City's Human Rights Ordinance. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) *EEO Compliance.* The contracting entity shall make good faith efforts to ensure compliance with the goals and procedures of these Policies and Procedures.
- (5) *Review of employment practices.* The City may periodically review the employment practices and procedures of contracting entities to determine compliance with the provisions of this article, and require such entities to file the appropriate reports as required by these Policies and Procedures.
- (6) *Notice to other agencies.* The City shall, in appropriate cases, notify the concerned contracting agency, the Illinois Department of Human Rights, the United States Department of Justice, or other appropriate federal, state or city agencies whenever it has reason to believe that practices of any contracting entity have violated any provision of law relating to human rights.

#### CITY CONTRACTORS:

- (1) *Employment relations.* The contracting entity shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in section (2) advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the non-discrimination pledge.
- (2) *Access to books.* The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the Human Relations Office or designee for purposes of investigation to ascertain compliance with this provision.
- (3) *Reports.* The contracting entity shall provide periodic compliance reports to the Human Relations Office, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this policy.
- (4) *Inspections.* The contracting entity shall fully cooperate with any on-site inspections conducted by the Urbana Human Relations Officer or his designee. Such inspections shall include an interview with the on-site supervisor as well as a count of on-site workforce composition. Such inspections shall be conducted at least once per month for any and all City contracted worksites.



(5) *Subcontractors.* The contractor shall include the provisions of the foregoing paragraphs in every subcontract so that the provisions will be binding upon each subcontractor.

(6) *Provisional Certification.* Should the Human Relations Commission identify significant areas of concern in regards to equal employment opportunity, the contracting entity may be issued a provisional certification. This certification is intended to provide the contracting entity with an opportunity to improve its efforts towards increasing diversity within its workforce. While on provisional certification, the Human Relations Commission may request additional documentation that demonstrates the contracting entities' good faith efforts towards achieving equal employment opportunity.

"Good Faith Effort" means documented actions reasonably calculated to meet an established hiring goal or to correct or eliminate deficiencies or deviations from accepted equal employment opportunity practices or those practices recommended or required by the United States Office of Federal Contract Compliance Programs or its successors, or Uniform Guidelines on Employee Selection Procedures promulgated by the United States Equal Opportunity Commission or its successor.

Contractors receiving a "provisional certification" shall document and submit all good faith efforts to improve EEO compliance. Upon review, the Contractor shall provide, at minimum the following information: (1) total positions vacated, (2) total positions filled, (3) total applicants for vacant positions, (4) total minority applicants for vacant positions, (5) total female applicants for vacant positions and (6) any and all "good faith efforts" to either recruit or increase the representation in the applicant pool of qualified minority and women applicants. Some methods of increasing these pools are listed below. While the Contractor is under no obligation to implement any of the measures provided below, good faith implementation of such efforts will be strongly favored by the Commission in evaluating the Contractor's compliance program.

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
2. Disseminate the Contractor's EEO Statement and Sexual Harassment Policy:
  - a. by providing notice of the policies to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO/AA obligations;
  - b. by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newsletter, annual reports, etc.;
  - c. by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and
  - d. by posting the company EEO/AA policy statement on bulletin boards accessible to all employees at each location where construction work is performed.
3. Disseminate the Contractor's EEO policy commitment externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
4. Provide immediate written notification to the Urbana Human Relations Office when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other

information that the union's referral process has impeded the Contractor's efforts to meet its obligations.

5. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the City and to maintain records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, race, gender, status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy the requirement, Contractors shall not be required to maintain separate records.
6. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
7. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain all records of the organizations' responses.
8. Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
9. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs. The Contract shall provide notice of these programs to the sources compiled under paragraph 6.
10. Conduct an annual review of the company's EEO policy obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.

#### DETERMINATION OF NON-COMPLIANCE

In the event that a contractor (1) fails to comply with the above subsections and/or (2) fails to demonstrate good faith efforts to achieve workforce diversity or (3) fails to comply with any provision of city, state or federal law relations to human rights, the City will take the followings actions:

1. Notify the Contractor that the Human Relations Commission has made initial determination non-compliance. Such notification shall specific the nature and type of non-compliance.
2. Provide an opportunity for the Contractor to submit additional documentation of good faith efforts

3. Determine a date on which the Human Relations Commission's initial determination will be reviewed. Such review will generally occur at the regularly scheduled Human Relations Commission meeting immediately subsequent to the meeting at which the initial determination of non-compliance was made. At this meeting, the Contractor will be given the opportunity to provide public input regarding its compliance efforts. Interested members of the public will also have the opportunity to offer opinions regarding the Contractor's compliance efforts. At the conclusion of the discussion, the Human Relations Commission will determine by simple majority vote whether the Contractor is in compliance.
4. If the Human Relations Commission determines that the Contractor is not in compliance with EEO standards, the Chair of the Human Relations Commission shall report such non-compliance to the Mayor pursuant to Section 2-119(c)(3) and (4) of the Urbana City Code. The above-referenced Code states in part:

*(3) The commission on human relations chairperson shall inform a noncomplying person of the nature and extent of noncompliance. If the noncompliance persists, the chairperson of the human relations commission, the mayor and the noncomplying person shall together examine the charges of noncompliance and, if the mayor concurs in the findings of noncompliance, the noncomplying person shall be ineligible to contract with, sell materials or services to, or maintain financial relations with the city. Noncompliance by a person already under contract shall be deemed a material breach of contract.*

*(4) Any person held ineligible under subsection (c)(3) above or the human relations commission, if not in concurrence with the ruling of the mayor, may appeal in writing to the city council, provided such appeal is filed with the city clerk at least five (5) days prior to the council meeting at which such appeal will be considered. The city council, on the basis of written appeal and of the report of the mayor, shall affirm, amend or reverse the action of the mayor.*

## REMEDIES FOR NON-COMPLIANCE

*(7) Remedies.* In the event that any contracting entity fails to comply with the above subsections, or fails to comply with or make good faith efforts to comply with this policy or any provision of city, state or federal law relating to human rights, after the City has provided written notice to the contracting entity of such failure to comply and provided the contracting entity with an opportunity to present its explanation to the Human Relations Commission relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions specified in Section 2-119(c)(3) of the Urbana City Code.



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

February 18, 2013

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

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

Re: Proposal to Perform Phase 2 Preliminary Engineering Services and Construction Guidance for the Florida Avenue & Philo Road Intersection, Section 12-00523-00-TL.

Dear Mr. Bennett:

Based on our conversation and e-mail correspondence we are proposing the following scope of work.

#### **Scope of Work – Phase 2 Preliminary Engineering**

- Provide detailed plans, special provisions, proposal and estimate of cost (PS&E) for the signal modernization and associated roadwork including the curb bump outs proposed in the Intersection Design Study (IDS). The documents will be prepared in accordance with MFT guidelines in anticipation of a Local bid letting.
- ESCA will participate in a public information meeting for the project. The City will coordinate the time and place for the meeting. ESCA will provide preliminary plans for review and be available to answer questions during the meeting.
- The use of the existing signal system as the temporary signals in use during construction will be evaluated. Working pedestrian heads will be part of the temporary signal system.
- Traffic control for construction will be according to IDOT Highway Standards and detailed traffic control plans will not be required.
- The work will be performed within the existing right-of-way and permanent easement.

#### **Scope of Work – Construction Guidance**

- Construction Guidance as detailed in Section 1(l) of the BLR 5511 Standard Agreement will not be included in the scope of services. The services may be provided at the request of the City and ESCA will receive payment of additional compensation as authorized by the City.

- Construction Layout will be provided by the contractor as specified in the IDOT Recurring Special Provisions, Check Sheet # 9, "Construction Layout Stakes Except for Bridges". ESCA will provide adequate reference points to the centerline of survey and bench marks for the contractor's construction layout.

### **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:

- Soil borings will not be performed. Standard IDOT concrete mast arm foundations will be used and this assumes the soil's average unconfined compressive strength will be greater than 1.0 ton per square foot.
- ESCA will analyze utility conflicts and revise designs as possible to mitigate. Necessary utility relocations will be coordinated by the City.
- The existing combination mast arm assemblies and poles will be replaced and the lighting with these units will be included with the design. The other existing light poles and luminaires will not be evaluated for upgrade or replacement but the circuits will be separated so the new combination assemblies are on their own circuit.
- The Contract Proposal submitted to IDOT District 5 will include the documents required by Section 12-2.01(a) of the Local Roads & Streets Manual.
- ESCA will not field investigate or consider the reuse of the existing signal underground components including the wire, conduit, handholes and pull boxes. Our scope of services assumes the existing system will be used for the temporary signals during construction and the proposed signals will not utilize any portion of the existing underground system. The existing above ground pedestrian push button posts and associated equipment will be evaluated for re-use.
- 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**

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

- Coordination throughout the project.
- Coordination for the Public Information Meeting.
- Direction concerning the traffic detection system to be used for the intersection (video detection vs. detector loops). The City will provide technical data for the video detection system to be used if this option is chosen for detection.
- Participate in a field check to determine the re-use of existing pedestrian signal components for the signal modernization and also to determine signal equipment to be salvaged and returned to the City.
- Provide available as-built plan information for the previous signal upgrade project performed at the intersection.

**Compensation**

ESCA proposes to provide the engineering services outlined herein for compensation as follows:

Labor will be billed at our Standard Hourly Rates that include payroll burden, overhead, and profit and we will submit for the reimbursement of our direct expenses. The following costs have been determined:

Phase 2 Preliminary Engineering: \$31,100.00  
Construction Survey Control: \$1,300.00

ESCA's total compensation for this project will not exceed \$32,400.00 unless the scope of work is altered and payment of additional compensation is authorized by the City of Urbana.

ESCA will bill the City of Urbana on a monthly basis for actual time spent and expenses incurred, with payment due within thirty (30 days).

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 along with the executed Preliminary Engineering Services Agreement for Motor Fuel Tax Funds (BLR 5511) will serve as the acceptance of the Scope of Services as outlined in our Proposal and also serve as our notice to proceed.

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

JMS

Attachment: BLR 5511 Agreement w/ Attachment A

CITY OF URBANA

P.E. 2 Signal Design, Sec. 12-00523-00-TL, Florida & Philo

<u>Item</u>	<u>Senior Engineer</u>	<u>Engineer</u>	<u>Junior Engineer</u>	<u>Senior Technician</u>	<u>Technician</u>	<u>Junior Technician</u>	<u>Clerical</u>	<u>Totals</u>
General Plan Sheet Layout (4)	20		2		4	24		50
Roadway Plans (2)	10		1		2	6	-	19
Detail Sheet (2)	8		1		2	6	-	17
Temporary Traffic Signal Plan (2)	16		2	8	2	4		32
Proposed Traffic Signal Plan (5)	40		12	30	4		-	86
General Notes & Summary of Quantities (1)	12		1	-	8		-	21
Schedules (1)	12		4		6		-	22
Special Provisions	12			-			2	14
Quantity Calcs. & Pay Item Determination	16		10	-		4		30
Estimate of Cost	8		2	-	-		-	10
Estimate of Time	4			-				4
Field Check Existing Equipment	0			-		0		0
Electronic Data Transfer	-		-	-	4	-	-	4
Subtotals	158	0	35	38	32	44	2	309
Field Check / 70% Complete	6			-				6
Incorporate Review Comments	20				2	12	2	36
PS&E Submittal	8		-			4	2	14
Answer Bidders Questions	2		-					2
Evaluate Construction Bids / Proposals	0					-	-	0
Subtotals	36	0	0	0	2	16	4	58
3. <u>Administration</u>	4		-	-	-	-	4	8
4. <u>QCQA</u>	16		-	-	-	-	-	16
Totals	214	0	35	38	34	60	10	391

CITY OF URBANA  
Construction Guidance- Sec 12-00523-00-TL, Florida & Philo

<u>Item</u>	<u>Senior Engineer</u>	<u>Senior Engineer</u>	<u>Junior Engineer</u>	<u>Senior Technician</u>	<u>Technician</u>	<u>Junior Technician</u>	<u>Hillard</u>	<u>Totals</u>
Pre-Construction				-	-	-		0
ICORS / Job File Setup				-	-	-		0
Construction								
a. Set Control for Contractor Layout	2	0			10	10		22
b. ICORS			-	-	-			0
c. Project Oversight		0	-		-		-	0
d. Documentation / Material Inspection				-		-		0
	-		-	-	-	-		0
Post Construction	-			-	-	-	-	0
Final Papers				-	-			0
Material Inspection	-			-	-	-		0
Final Inspection			-	-	-	-	-	0
Subtotals	2	0	0	0	10	10	0	22
Pre-Construction	-			-	-	-		0
Job File Setup								
Layout	-		-	-				0
Construction	-		-	-	-			0
Post Construction					-	-		
Subtotals	0	0	0	0	0			0
3. <u>Administration</u>	0		-	-	-	-		0
4. <u>QCQA</u>	0	-	-	-	-	-	-	0
Totals	2	0	0	0	10	10	0	22