

6/17/2020

56-R-20

A RESOLUTION

Authorizing the Interim City Manager to Sign a Construction Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and Stanley Consultants, Inc. for the Central Street Bridge Replacement Project

WHEREAS, the City of Evanston seeks utilize federal Surface Transportation Program (STP-Br) grant funds to replace Central Street Bridge, said improvement to be identified as IDOT State Section Number: 16-00278-00-BR, State Job Number: C-91-301-16, and Project Number: TNM6(847) hereinafter referred to as the “Project”; and

WHEREAS, the State of Illinois and the City of Evanston wish to avail themselves of federal money committed to fund the Project and the City Council of the City of Evanston hereby determines it is in the best interests of the City to enter into the Construction Engineering Agreement with IDOT & Stanley Consultants, Inc.; and

WHEREAS, the State of Illinois and the City of Evanston are desirous of said Project because it will have immediate benefit to the residents of the area and permanent in nature,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The Interim City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Professional Services Agreement to fund the Project, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: The Interim City Manager is hereby authorized and directed to negotiate any additional conditions of the Construction Engineering Services Agreement as she may determine to be in the best interests of the City.

SECTION 3: That this Resolution 56-R-20 shall be in full force and effect from and after its passage and approval in the manner provided by law.



Stephen H. Hagerty, Mayor

Attest:



Devon Reid, City Clerk

Approved as to form:



Kelley A. Gandurski, Corporation
Counsel

Adopted: July 13th, 2020

EXHIBIT A

Construction Engineering Services Agreement For Federal Participation

Local Public Agency City of Evanston	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Stanley Consultants
County Cook			Address 8501 W. Higgins Road, Suite 730
Section 16-00278-00-BR			City Chicago
Project No. TNM6(847)			State Illinois
Job No. C-91-301-16			Zip Code 60631
Contact Name/Phone/E-mail Address Sat Nagar/ 847-866-2967 snagar@cityofevanston.org	Contact Name/Phone/E-mail Address Jared Hamilton/ 773-693-9624 hamiltonjared@stanleygroup.com		

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

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

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

Project Description

Name Central Street Route FAU 1301 Length 0.11 Structure No. 016-6951

Termini At North Shore Channel

Description: Provide all necessary Phase III Construction Management services for the replacement of the existing structure.

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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

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

II. THE LPA AGREES,

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

Cost Plus Fixed Fee
Formulas

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

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

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

- Specific Rate (Pay per element)
- Lump Sum _____

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

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is Mutually Agreed,

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

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

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

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

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

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Stanley Consultants	42-1320758	
Sub-Consultants:	TIN Number	Agreement Amount
Interra Inc.	36-4045796	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LPA:

_____ (Municipality/Township/County)

ATTEST:

By: _____
 _____ Clerk

By: _____
 Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____
 Title: _____

By: _____
 Title: _____

Exhibit A - Construction Engineering

Route: Central Street
 Local: City of Evanston
 (Municipality/Township/County)
 Section: 16-00278-00-BR
 Project: TNM6(847)
 Job No.: C-91-301-16

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

Overhead Rate (OH) 168.56 %
 Complexity Factor (R) 0.00
 Calendar Days 600

Cost Plus Fixed Fee Methods of Compensation:

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

** Requested OH Rate pending IDOT Approval

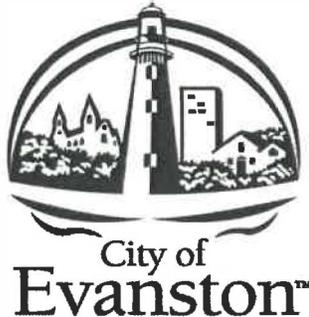
Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Project Mngt	Dept. Mngr.	84	70.00	5,880.00	9,911.32			2,289.74	18,081.06
Construction Mngr	Sr. Proj. Rep.	2960	62.56	185,177.60	312,135.36		24,700.00	75,691.88	597,704.84
Const & Mtrl Insp	Interra					139,887.00			139,887.00
Totals		3044		\$191,057.60	\$322,046.68	\$139,887.00	\$24,700.00	\$77,981.62	\$755,672.90

Central Street Bridge - Phase III

	2020 January 4 Weeks	2020 February 5 Weeks	2020 March 4 Weeks	2020 April 4 Weeks	2020 May 5 Weeks	2020 June 4 Weeks	2020 July 4 Weeks	2020 August 5 Weeks	2020 September 4 Weeks	2020 October 4 Weeks	2020 November 5 Weeks	2020 December 4 Weeks	2020 TOTAL
Stanley Consultants													
Department Manager									4	4			8
Sr Proj Rep									40	40			80
Inspector (Interra)													
Vehicle Days									10	5			15
									Pre-Construction		Winter		

	2021 January 4 Weeks	2021 February 5 Weeks	2021 March 4 Weeks	2021 April 4 Weeks	2021 May 5 Weeks	2021 June 4 Weeks	2021 July 4 Weeks	2021 August 5 Weeks	2021 September 4 Weeks	2021 October 4 Weeks	2021 November 5 Weeks	2021 December 4 Weeks	2021 TOTAL	
Stanley Consultants														
Department Manager			4	4	4	4	4	4	4	4	4		36	
Sr Proj Rep			152	160	200	160	160	200	160	152	40		1384	
Inspector (Interra)				60	60	60	60	60	60				360	
Vehicle Days			20	20	25	20	20	25	20	20	5		175	
		DEMO-I		Stage - I Construction						DEMO-II		Winter		

	2022 January 4 Weeks	2022 February 5 Weeks	2022 March 4 Weeks	2022 April 4 Weeks	2022 May 5 Weeks	2022 June 4 Weeks	2022 July 4 Weeks	2022 August 5 Weeks	2022 September 4 Weeks	2022 October 4 Weeks	2022 November 5 Weeks	2022 December 4 Weeks	2022 TOTAL	PROJECT TOTAL
Stanley Consultants														
Department Manager			4	4	4	4	4	4	4	4	4	4	40	84
Sr Proj Rep			152	160	200	160	160	200	152	152	80	80	1496	2960
Inspector (Interra)			60	60	60	60	60	40					340	700
Vehicle Days			20	20	25	20	20	25	20	20	10	10	190	380
	Winter		Stage II						Landscaping/Punch		Audit & Close-out			



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

**Central Street Bridge Replacement/ Rehabilitation Project
Phase III Engineering
RFQ Number: 16-08**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *Stanley Consultants Inc.*, with offices located at **8501 West Higgins Road, Suite 730, Chicago, IL 60631**, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed **\$ 755,672.90**

I. COMMENCEMENT DATE

Consultant shall commence the Services on the date of FHWA authorization ~~or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.~~

II. COMPLETION DATE

Consultant shall complete the Services within 24 months of FHWA authorization to proceed. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, [REDACTED]

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working **at the Property** and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, ~~including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.~~

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel

spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference. **Consultant is not responsible for any reuse of its work on another project or for purposes not intended by the work.**

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating,

documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. **Indemnity.** Consultant shall ~~defend~~, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from ~~any and all~~ liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings ~~of any kind or nature~~, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, ~~resulting from or arising out of~~ any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available ~~to the extent that the negligent errors or omissions of Consultant is responsible for such a claim~~, to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

~~At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.~~

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, ~~defend~~, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any **negligent** act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting

therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's negligent performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. ~~Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect.~~ Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or

use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law

mechanics' materialmen's or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

E. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By _____

By: _____

Its: _____

Its: City Manager _____

FEIN Number: _____

Date: _____

Date: _____

Central Street Bridge Replacement
Phase III Construction Management

C-91-301-16

Stanley Consultants

EXHIBIT A

Consulted Construction Management
And Observation

EXHIBIT A
Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the CITY in connection with the proposed improvement herein described:
 - a. (X) Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation.
 - ii. Observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) Project Diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) Quantity Book
 - (iv) Resident's Weekly Report
 - (v) Paving Summary (Field Book)
 - (vi) All other documentation required by the City of Evanston
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Random checks or as required by the CITY of Contractor's construction staking activities.
 - vi. Preparation and submission to the CITY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the CITY.
 - vii. Verify that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the CITY at the time of final payment.
 - ix. To prepare for and provide materials as directed by the CITY for and attend the Pre-Construction Conference, and provide meeting minutes to the CITY no later than 7 days from the date of the meeting.

- x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the CITY no later than 7 days from the date of the meeting.
 - xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the CITY without cost and without restriction or limitation as to their use.
- b. (X) Coordinate, furnish or cause to be furnished:
- i. Proportioning and testing of concrete mixtures in accordance with the “Manual of Instructions for Concrete Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - ii. Proportioning and testing of bituminous mixtures in accordance with the “Manual of instructions for Bituminous Proportioning and Testing” issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
 - iii. All compaction tests as required by the specifications or as directed by the CITY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.

B. SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician (Resident) provided by the CONSULTANT, who from this point on shall be referred to, as the Resident, along with his/her staff is responsible for all construction details on the project. He/she shall report directly to the City of Evanston Project Manager

(COE PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

In addition, the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. However, the Resident is not authorized nor should he/she attempt to revise, delete, or change the contract provisions. When contract, plan, or specification changes are anticipated the Resident should contact the COE PM for guidance. The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The Resident shall be the COE public relations person when dealing those the contract may involve and inconvenience. The Resident shall review contract compliance with respect to:

- a. Contract Proposal
 - i. Special Provisions
 - ii. Highway Standards
- b. Plans
 - i. General Notes
 - ii. Typical Sections
 - iii. Plan and Profile Sheets
 - iv. Cross Section Sheets
 - v. Highway Standards
 - vi. All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control
- j. Documentation
- k. Inspection
 - i. Material
 - ii. Field (Various Construction Operations)
- l. Army Corp and EPA permits, SWPP completion, NOI and NOT submittals as well as other paperwork required in active permits for the project.
- m. CCDD compliance and necessary forms and paperwork

2. **MEETINGS**

Prior to the start of construction, the COE shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and COE staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the COE with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the COE no later than 7 days after the date of the coordination meeting.

3. **DOCUMENTATION**

- a. **Project Diary:** The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. COE's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- i. Weather.
 - ii. Progress schedule controlling item of work.
 - iii. Working days charged and reason for partial or non-working days.
 - iv. Traffic control inspections and changes.
 - v. Description and hours of material inspection (done by Material Consultants)
 - vi. Important discussions with Contractor(s).
 - vii. Official visitors and inspections.
 - viii. Opening and closing of detours.
 - ix. Work and materials rejected and reasons.
 - x. Time of discontinuing or resuming work and reasons.
 - xi. Account of any time spent by Contractor's workers or equipment on disputable items of work.
 - xii. The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
 - xiii. Length and cause of any delay.
 - xiv. Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
 - xv. Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.
- b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the COE Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:
- i. Date
 - ii. Name of Contractor/Sub-Contractor(s) that performs on pay items
 - iii. Weather
 - iv. Item No.
 - v. Pay Item
 - vi. Location of work
 - vii. Quantity and Units
 - viii. Evidence of Material Inspection.
 - ix. Calculations and Sketches (if applicable)
- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. A similar COE Quantity Book Form shall be used for all other projects. The COE Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the COE A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of COE shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity

Book Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

- d. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall marked c.c. for:
 - i. Contractor
 - ii. Project file (COE)
 - iii. Resident's file

f **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact COE. COE shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the COE shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to COE.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor

requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

The Resident shall document this work daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

The completed itemized bill shall be submitted to COE for approval, and Change Order processing.

Once COE has approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be entered on a COE Change Order form. The COE Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the COE.

5. PAY ESTIMATES

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form.

6. INSPECTION MATERIAL

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or COE.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. **TRAFFIC CONTROL INSPECTION**

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff daily when the Contractor is working. The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

8. **FINAL INSPECTIONS**

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and COE. The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, controller manufacturer's technician (Traffic Signals) and the COE.
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, COE and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to COE. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

9. **RECORD DRAWINGS**

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to **COE** for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. The drawings shall consist of a 11" x 17" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink.

Central Street Bridge Replacement
Phase III Construction Management
C-91-301-16
Interra Inc.
Cost Estimate of Consultant Services

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME Interra, Inc.
 PRIME/SUPPLEMENT Evanston- Central Street
 Prepared By Ashish Shah

DATE 03/11/20
 PTB-ITEM# 1

CONTRACT TERM 24 MONTHS
 START DATE 10/1/2020
 RAISE DATE 1/1/2021
 END DATE 9/30/2022

OVERHEAD RATE 146.28%
 COMPLEXITY FACTOR 0
 % OF RAISE 3%

ESCALATION PER YEAR

<u>year</u>	<u>First date</u>	<u>Last date</u>	<u>Months</u>	<u>% of Contract</u>
0	10/1/2020	1/1/2021	3	12.50%
1	1/2/2021	1/1/2022	12	51.50%
2	1/2/2022	10/1/2022	9	39.78%

The total escalation = 3.78%

PAYROLL RATES

FIRM NAME Interra, Inc. DATE 03/11/20
PRIME/SUPPLEMENT Evanston- Central Street
PTB-ITEM # 1

ESCALATION FACTOR 3.78%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal Engineer	\$70.00	\$72.65
Project Manager	\$64.89	\$67.35
Senior Materials Technician	\$46.80	\$48.57
Staff Engineer	\$31.50	\$32.69
Inspector	\$43.88	\$45.54

AVERAGE HOURLY PROJECT RATES

FIRM Interra, Inc.
PTB-ITEM# 1
PRIME/SUPPLEMENT Evanston- Central Street

DATE 03/11/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Principal Engineer			Project Manager			Senior Materials Technicia			Staff Engineer			Inspector		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	70.00	4.0	0.42%	0.29	4	100.00%	70.00												
Project Manager	67.35	96.0	10.04%	6.76				96	100.00%	67.35									
Senior Materials Technician	48.57	120.0	12.55%	6.10							120	100.00%	48.57						
Staff Engineer	32.69	36.0	3.77%	1.23									36	100.00%	32.69				
Inspector	45.54	700.0	73.22%	33.35												700	100.00%	45.54	
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TOTALS		956.0	100%	\$47.73	4.0	100.00%	\$70.00	96.0	100%	\$67.35	120.0	100%	\$48.57	36.0	100%	\$32.69	700.0	100%	\$45.54

COMPANY NAME: Interra, Inc.
PTB NUMBER: Evanston- Central Street
TODAY'S DATE: 3/2/2020

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' with prior IDOT approval				
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum				
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		100	\$65.00	\$6,500.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)		0	\$19.54	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$3.91	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$15.18	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost) see Items			\$0.00	\$0.00
Lab - Standard Proctor (Soils)			0	\$185.00	\$0.00
Lab - Atterberg Limits			0	\$135.00	\$0.00
Lab - Grain Size with Hydrometer (Soils)			0	\$185.00	\$0.00
Lab - Organic Content (Wet Method) (Soils)			0	\$145.00	\$0.00
Lab - Wash Gradation (Aggregates)			0	\$160.00	\$0.00
Lab -Cylinders 6x12-Compressive Strength (PCC)			64	\$30.00	\$1,920.00
Lab -Cylinders 4x8-Compressive Strength (PCC)			0	\$20.00	\$0.00
Lab - Air Voids (Gmm & Gmb) (HMA)			2	\$470.00	\$940.00
Lab - AC Content & Gradation (Extraction) (HMA)			2	\$285.00	\$570.00
Lab - AC Content & Gradation (Ignition) (HMA)			0	\$260.00	\$0.00
Lab - Core Density (HMA)			10	\$70.00	\$700.00
Lab - Hamburg Wheel (Premade Samples) (HMA)			0	\$520.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
*Per Attached Cost Breakdown Sheet				\$0.00	\$0.00
TOTAL DIRECT COST					\$10,630.00

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order