

11/09/2009

**73-R-09**

**A RESOLUTION**

**Authorizing the City Manager to Sign a  
Local Agency Agreement for Federal Participation with the Illinois  
Department of Transportation for Participation in the Construction  
and Construction Engineering Cost for the Evanston Lakefront  
Corridor Reconstruction Project and a Construction Engineering  
Services Contract with AECOM for Construction Engineering Services  
for the Evanston Lakefront Corridor Reconstruction Project**

**WHEREAS**, the City of Evanston and Illinois Department of Transportation (hereinafter "IDOT"), in the interest of safe and efficient movement of bicycle and pedestrian traffic, are desirous of implementing the reconstruction of bicycle pathways within Evanston's lakefront parks from Lee Street to Clark Street beaches (see map, attached hereto as Exhibit 1 and incorporated herein by reference), said improvement to be identified as State Section: 07-00246-00-BT, State Job: C-91-338-07, and Project Number: ARA-TE-00D1(779), hereinafter referred to as the "Project"; and

**WHEREAS**, the parties hereto are desirous of said Project in that same will be of immediate benefit to the residents of the area and will be permanent in nature; and

**WHEREAS**, the State of Illinois and the City of Evanston wish to avail themselves of Federal funds committed to improve this Project; and

**WHEREAS**, the City has previously entered into an Agreement with consultants EDAW / CTE Joint Venture (now known as "AECOM") for Phase I and Phase II Engineering for the design of the Project, and AECOM will provide construction engineering services; and

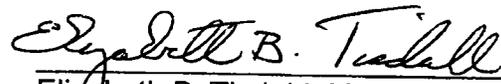
**WHEREAS**, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into said Local Agency and Construction Engineering Services Agreements,

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

**SECTION 1:** That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Local Agency Agreement made with the Illinois Department of Transportation for participation in the construction and construction engineering cost for the Evanston Lakefront Corridor Reconstruction Project, attached hereto as Exhibit 2, and the Construction Engineering Services Agreement made with AECOM, attached hereto as Exhibit 3, both made a part hereof by reference.

**SECTION 2:** That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Local Agency Agreement and the Construction Engineering Services Agreement as may be determined to be in the best interests of the City.

**SECTION 3:** That this Resolution 73-R-09 shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
Elizabeth B. Tisdahl, Mayor

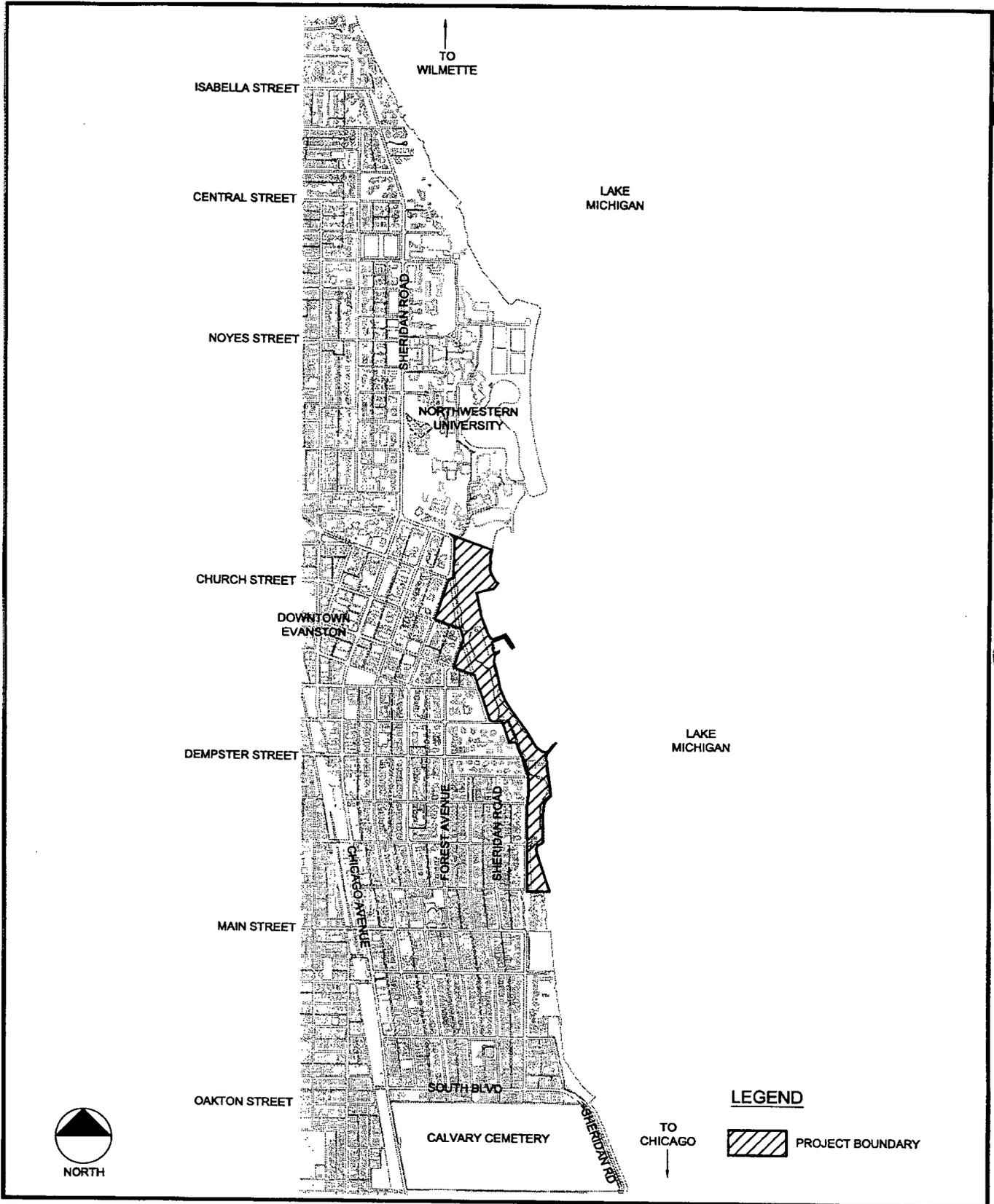
Attest:

  
Rodney Greene, City Clerk

Adopted November 9, 2009

Exhibit 1

**Map of Evanston's lakefront parks from  
Lee Street to Clark Street beaches**



**CITY OF EVANSTON**  
 Department of Parks / Forestry & Recreation  
 2100 Ridge Avenue  
 Evanston, Illinois 60201



**EVANSTON LAKEFRONT CORRIDOR**

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**ADDENDUM 1 - LOCATION MAP**

SHEET NO.	
SCALE	1" = 2000'
DATE	05/16/07
DRAWN BY	SDL

Exhibit 2

**Local Agency Agreement between the City of Evanston and the  
Illinois Department of Transportation**

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency City of Evanston	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 07-00246-00-BT	Fund Type ARE	ITEP Number 102207 & 102121		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-338-07	ARA-00D1(779)				

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

**Location**

Local Name Evanston Lakefront Corridor Route N/A Length 1.136 miles  
 Termini Lee Street to 500 feet north of Clark Street

Current Jurisdiction LA Existing Structure No N/A

**Project Description**

Bike path widening and reconstruction from Lee Street to 500 feet north of Clark Street within Evanston's Lakefront parks including lighting, pavement markings, route signs and associated furnishings.

**Division of Cost**

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,023,186	( * )	( )	( )	255,797	( BAL )	1,278,983
Non-Participating Construction **		( )	( )	( )	498,000	( 100 )	498,000
Construction Engineering	77,504	( * )	( )	( )	19,376	( BAL )	96,880
Right of Way		( )	( )	( )		( )	
Railroads		( )	( )	( )		( )	
Utilities		( )	( )	( )		( )	
Materials		( )	( )	( )		( )	
<b>TOTAL</b>	<b>\$ 1,100,690</b>		<b>\$</b>		<b>\$ 773,173</b>		<b>\$ 1,873,863</b>

\* Maximum FHWA (ARE) Participation 80% not to exceed \$1,100,690.00

\*\*Non-Participating Construction includes but is not limited to lighting and select site furnishings.

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

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

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

**Local Agency Appropriation**

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

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

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
 METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's Share Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

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

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

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

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

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

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map      Number 2 Resolution

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

Name Wally Bobkiewicz  
 Title City Manager  
County Board Chairperson/Mayor/Village President/etc.  
 Signature *Wally Bobkiewicz*  
 Date 12/21/09

TIN Number 36-6005870

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**APPROVED**

State of Illinois  
 Department of Transportation

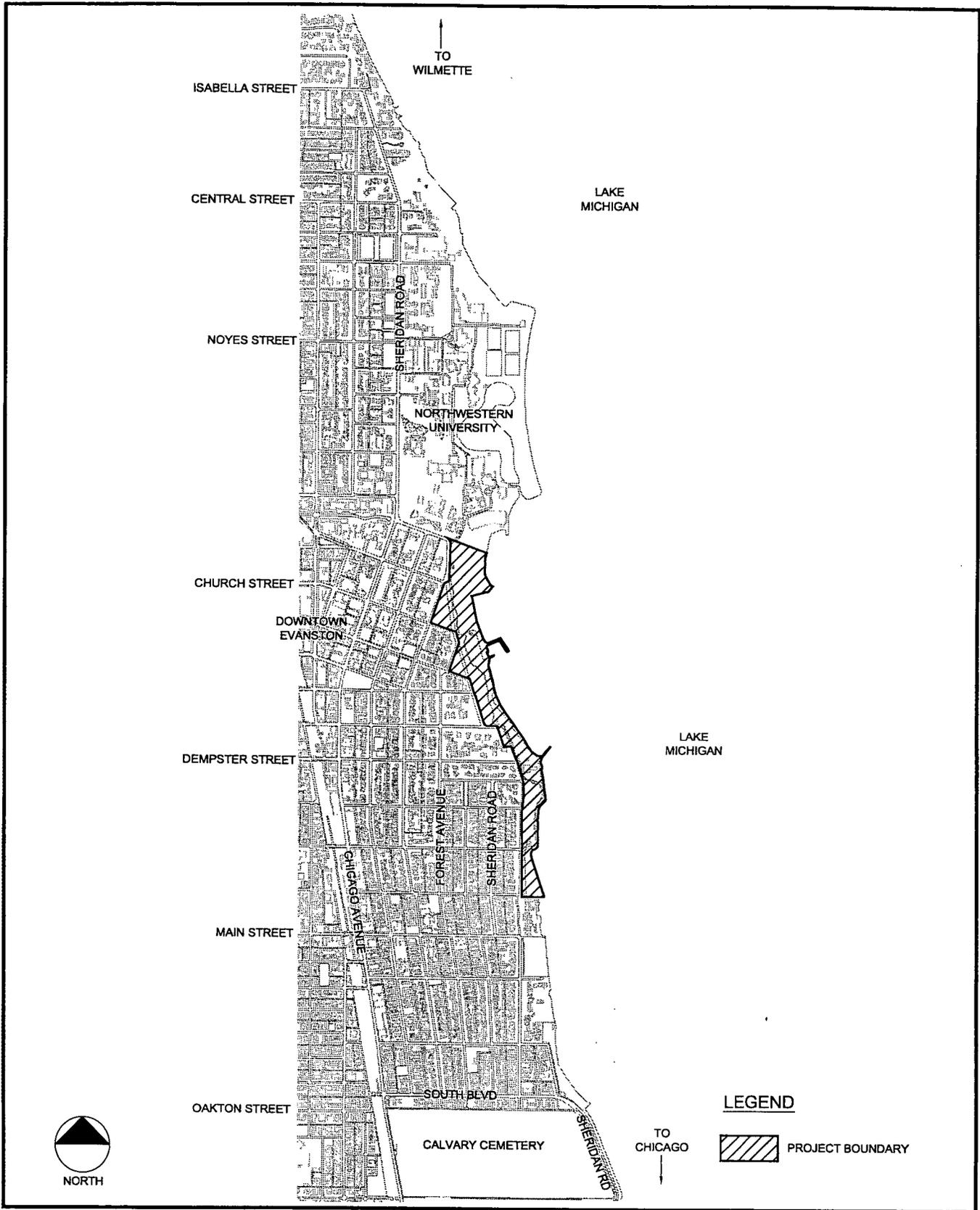
*Gary Hannig* 5-19-10  
Gary Hannig, Secretary of Transportation Date  
 By: \_\_\_\_\_  
(Delegate's Signature)

(Delegate's Name -- Printed)

*Christine M. Reed* 5/18/10  
Christine M. Reed, Director of Highways/Chief Engineer Date

*Ellen J. Schanzle-Haskins* 5/27/10  
Ellen J. Schanzle-Haskins, Chief Counsel Date

*Ann L. Schneider* 5/13/10  
Ann L. Schneider, Director of Finance and Administration Date



**CITY OF EVANSTON**  
 Department of Parks / Forestry & Recreation  
 2100 Ridge Avenue  
 Evanston, Illinois 60201



EVANSTON LAKEFRONT CORRIDOR

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ADDENDUM 1 - LOCATION MAP

SHEET NO.	
SCALE	1"= 2000'
DATE	05/16/07
DRAWN BY	SDL

Local Agency City of Evanston	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant AECOM USA, Inc.
County Cook		Address 303 E. Wacker Driver
Section 07-00246-00-BT		City Chicago
Project No. ARA-TE-00D1(779)		State IL
Job No. C-91-338-07 (STE Funds)		Zip Code 60601
Contact Name/Phone/E-mail Address Stefanie Levine/847.448.8043 slevine@cityofevanston.org		Contact Name/Phone/E-mail Address Joe Catalano / 312.373.6853 Joe.Catalano@aecom.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

<b>Regional Engineer</b>	Regional Engineer, Department of Transportation
<b>Resident Engineer</b>	LA Employee directly responsible for construction of the PROJECT
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Off-System / Evanston Lakefront Corridor Route N/A Length 5,700' Structure No. N/A  
Termini Lee Street to 500' north of Clark Street

Description: Remove approximately 1 mile of existing bikepath and install new asphalt bikepath (4" HMA with 8" stone base). This work will include removal/replacement of existing benches and street furniture, removal of trees and other miscellaneous removals/restoration necessary to complete the work.

#### Agreement Provisions

#### I. THE ENGINEER AGREES TO THE FOLLOWING INCLUDING EXHIBIT 1,

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

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

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the resident engineer of the adequacy of the establishment and maintenance of the traffic control.

- h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
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 resident engineer or authorized representative.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the resident engineer, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
    - b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
    - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
    - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
    - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

**II. THE LA AGREES,**

1. To furnish a resident engineer to be in responsible charge of general supervision of the construction.
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       CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                   CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                   CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                   IHDC = In House Direct Costs  
                   OH = Consultant Firm's Actual Overhead Factor  
                   R = Complexity Factor

Specific Rate               (Pay per element)

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

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
  - With Retainage
    - a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - Without Retainage
    - a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
    - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

### 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 RESIDENT ENGINEER. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- (a) Publishing a statement
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and

- (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
AECOM USA, Inc.	13-5511947	\$83,911.70
<hr/>		
Sub-Consultants:	TIN Number	Agreement Amount
Wang Engineering, Inc. (DBE Material QA)	36-3191909	\$12,968.75
Sub-Consultant Total:		\$12,968.75
Prime Consultant Total:		\$83,911.70
Total for all Work:		\$96,880.45

Executed by the LA:

City of Evanston

(Municipality/Township/County)

ATTEST:

By:

  
Clerk

By:

  
Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

AECOM USA, Inc.

ATTEST:

By:

  
Title: PROJECT MANAGER

By:

  
Title: VICE PRESIDENT





## EXHIBIT 1

On Page 3 under the "The LA Agrees" Add the following:

1) **Basis of Payment**

The LA will compensate the ENGINEER on a cost plus fixed fee basis according to the Cost Estimate of Consultant's Services contained in Exhibit A of this agreement for the successful completion of the services. The upper limit of compensation will be \$96,880.45.

2) **Method of Payment**

The ENGINEER must submit monthly invoices to the LA for labor and other direct and indirect costs as billed, as outlined in the Cost Estimate of Consultant's Services in Exhibit A. The invoices must be signed, dated and must be in such other detail as the LA requests. The ENGINEER must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

On Page 4 under "It is Mutually Agreed " Add:

5. It is acknowledged and agreed that the ENGINEER does not assume any responsibility or liability for the means, methods and procedures of any construction contractor or subcontractor, nor does the ENGINEER assume any responsibility for the safety of any individuals, other than its own employees.

**Phase III Construction Inspection Services  
Evanston, Illinois  
September 29, 2009**

**Preconstruction Tasks**

1. Establish the Contract Inspector's Checklist for Contract Administration as guidelines for the consultant to follow. References to the Illinois Department of Transportation shall be to equivalent the City of Evanston.
2. Attend a preconstruction meeting with interested parties to discuss goals, objectives, and issues.
3. Familiarize yourself with project permits and requirements needed for construction.
4. Document existing conditions with digital photographs and videotape. Save photos on CD for use by the City of Evanston. If the contractor is responsible for pre-construction documentation, review tapes, CDs, reports, etc. for compliance.
5. Review contractors proposed construction schedule for compliance with contract and note potential issues.
6. Conduct a materials meeting to identify material sources, establish back-up sources, and develop overall plan for materials acceptance.
7. Field books, quantity books, diary, and other forms of proper project documentation shall be set up.
8. Review a list of proposed suppliers and sub-contractors. Make recommendations to the City of Evanston regarding the suitability of the subcontractors for the project.
9. Prepare a project contact list with names, addresses, phone numbers, and fax numbers for contractors, subcontractors, and suppliers for the project. Twenty-four hour contact numbers for applicable parties must be verified.
10. Work with contractor to determine which, if any, pay items can be paid "per plan quantity" prior to construction.
11. Attend coordination meetings (2) with City Departments.

**Construction Tasks (for both bikepath and additional lighting improvements)**

1. Provide a resident engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents; maintaining a site presence at times when the contractor is working; disapproving any work failing to conform to the contract documents and immediately informing City of Evanston representative; verifying that there are no deviations from the contract documents unless authorized by City of Evanston representative.
2. Keep inspector's daily reports and quantity book records up to date. Also maintain project diary noting necessary observations. Advise if contractor is falling behind schedule.
3. Maintain submittal log and check status to ensure timely approval.
4. Maintain orderly files of relevant project documents so that they can be easily accessed.
5. Perform quantity measurements to prepare pay estimates to review with contractor and submit to City of Evanston for payment.
6. Prepare documentation for contract change orders, discuss with contractor, and submit for approvals.
7. Hold weekly progress meetings.
8. Provide liaison functions related to coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project.
9. Check and approve project submittals for compliance with standards. Forward recommendations to City of Evanston representative.
10. Maintain contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
11. Maintain contact with City of Evanston representative to inform on relevant project information.
12. Inspect, document, and inform the contractor and the City of Evanston of the adequacy of the establishment and maintenance of traffic control. Perform necessary traffic control checks. Document deficiencies and contractor response to notice of. Inform the contractor and the City of Evanston of deficiencies, and if contractor does not correct these deficiencies, enforce contract requirements.
13. Provide Quality Assurance services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for materials. Obtain and test asphalt (for bike path), concrete (for light pole foundations), and aggregate samples (for bike path) to perform necessary testing to fulfill QA / geotechnical requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager.
14. Verify and spot check contractor layout. Establish a staking verification program with contractor to ensure staking is completed in a timely manner.
15. Prepare minutes for meetings and distribute to appropriate parties.
16. Maintain set of working drawings as construction is progressing.

17. Provide necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team.
18. Maintain and periodically transmit to contractor a running punch list to expedite project close out.
19. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
20. Monitor and enforce compliance with OSHA safety regulations by the consultants staff and sub-consultants.
21. Monitor and document erosion control and ensure conformity with the plans and standards.
22. Prepare weekly progress reports for City.
23. Attend 3 coordination meetings with City Departments.
24. Respond to residential concerns.

### **Post Construction Tasks**

1. Close out project within 30 days after construction is completed.
2. Perform final inspection with the City of Evanston representative, contractor, and applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of work and provide a recommendation to City of Evanston.
3. Obtain and review record drawings to ensure compliance with requirements established in the preconstruction phase. Submit the final as-builts in a hard copy form.
4. Verify that documentation is accomplished and that material inspections and certifications have been accounted for and are complete.
5. Provide documentation associated with the final balancing change order and final pay estimate.
6. Provide any other project documentation requested by IDOT.
7. Provide as-built plans in DWG format on CD based on electronic "issued for construction" drawings provided by the City of Evanston.

**EXHIBIT C-1  
COST ESTIMATE OF CONSULTANT SERVICES**

LOCAL AGENCY: CITY OF EVANSTON  
 PROJECT: EVANSTON LAKEFRONT CORRIDOR  
 COUNTY: COOK  
 SECTION: 07-00246-00-BT  
 PROJECT NO: ARA-TE-00D1 (779)  
 JOB NO: C-91-338-07

FIRM: AECOM USA, Inc.

DATE: October 28, 2009

OVERHEAD RATE 1.6314  
 COMPLEXITY FACTOR 0

ITEM	MAN-HOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL
<b>PHASE III ENGINEERING</b>								
PRECONSTRUCTION	40	\$ 2,144	\$ 3,497	\$ 255.00	\$361		\$6,257	6.46%
CONSTRUCTION OBSERVATION	280	\$ 13,729	\$ 22,397	\$ 1,425.00	\$2,315		\$39,866	41.15%
POST CONSTRUCTION	84	\$ 3,818	\$ 6,228	\$ -	\$644		\$10,690	11.03%
PROJECT ADMINISTRATION	8	\$ 192	\$ 313		\$32		\$537	0.55%
QA/MATERIAL TESTING (5 days)						\$ 9,986.25	\$9,986	10.31%
ADDITIONAL LIGHTING	184	\$ 8,972	\$ 14,637	\$ 1,440.00	\$1,513	\$ 2,982.50	\$29,544	30.50%
<b>TOTALS</b>	<b>596</b>	<b>\$28,854</b>	<b>\$47,073</b>	<b>\$3,120</b>	<b>\$4,865</b>	<b>\$12,969</b>	<b>\$96,880</b>	<b>100.00%</b>

DBE 15.5%

(E) Note: Fixed Fee calculated by the typical CPFF formula of 14.5%[DL+R(DL)+OH(DL)+ In house DC] would compute to \$11,502.51 and therefore exceed the maximum allowable defined by the DLM method provided in IDOT BLR Circular Letter 04-04. The 04-04 DLM method of  $DLM = 2.80 \times DL + DC$  equates to a total contract value of  $2.80 \times \$28,854 + (\$3,120 + \$13,000) = \$96,912$ . Thus, Fixed Fee has been reduced to a total of **\$4,865** ( $0.1686 \times DL$ ) in order for total contract value to comply with 04-04.

(F) Services provided by Wang Engineering, Inc. (DBE)



**EXHIBIT C-3  
DETAILED SUMMARY OF DIRECT COSTS**

LOCAL AGENCY: CITY OF EVANSTON  
PROJECT: EVANSTON LAKEFRONT CORRIDOR  
COUNTY: COOK  
SECTION: 07-00246-00-BT  
PROJECT NO: ARA-TE-00D1 (779)  
JOB NO: C-91-338-07

FIRM: AECOM USA, Inc.

DATE: October 28, 2009

			IN-HOUSE	OUTSIDE DIRECT COST
<b>1. PRECONSTRUCTION OBSERVATION</b>				
Vehicle days	4 \$ 45.00	unit @ cost rate =	<u>\$180.00</u>	<u>0</u>
Project Coordination/ Meetings		unit @ cost rate =	<u>\$0.00</u>	<u>0</u>
Photocopies - 8" x 10"		unit @ cost rate =	<u>\$75.00</u>	<u>0</u>
Photocopies - 11" x 17"		unit @ cost rate =	<u>\$0.00</u>	<u>0</u>
		<b>SUB-TOTAL</b>	<b>\$255.00</b>	<b>\$0.00</b>
<b>2. CONSTRUCTION OBSERVATION</b>				
Vehicle days	25 \$ 45.00	unit @ cost rate =	<u>\$1,125.00</u>	<u>0</u>
Project Coordination/ Meetings		unit @ cost rate =	<u>0</u>	<u>0</u>
Photocopies - 8" x 10"		unit @ cost rate =	<u>\$200.00</u>	<u>0</u>
Photocopies - 11" x 17"		unit @ cost rate =	<u>\$100.00</u>	<u>0</u>
QA (10%) MATERIAL TESTING (WANG)			<u>0</u>	<u>\$9,986.25</u>
		<b>SUB-TOTAL</b>	<b>\$1,425.00</b>	<b>\$9,986.25</b>
<b>3. POST CONSTRUCTION OBSERVATION</b>				
Vehicle days	0 \$ 45.00	unit @ cost rate =	<u>0</u>	<u>0</u>
Project Coordination/ Meetings		unit @ cost rate =	<u>0</u>	<u>0</u>
Photocopies - 8" x 10"		unit @ cost rate =	<u>0</u>	<u>0</u>
Photocopies - 11" x 17"		unit @ cost rate =	<u>0</u>	<u>0</u>
		<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>
<b>4. ADMINISTRATION AND MANAGEMENT</b>				
Photocopies - 8" x 10"		unit @ cost rate =	<u>0</u>	<u>0</u>
		<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>
<b>5. ADDITIONAL LIGHTING CONSTRUCTION OBSERVATION</b>				
Vehicle days	32 \$ 45.00	unit @ cost rate =	<u>\$1,440.00</u>	<u>0</u>
Project Coordination/ Meetings		unit @ cost rate =	<u>\$0.00</u>	<u>0</u>
Photocopies - 8" x 10"		unit @ cost rate =	<u>\$0.00</u>	<u>0</u>
Photocopies - 11" x 17"		unit @ cost rate =	<u>\$0.00</u>	<u>0</u>
QA MATERIAL TESTING (WANG)			<u>0</u>	<u>\$2,982.50</u>
		<b>SUB-TOTAL</b>	<b>\$1,440.00</b>	<b>\$2,982.50</b>
<b>SUBTOTAL IN-HOUSE DIRECT COSTS</b>			<b>\$3,120.00</b>	
<b>SUBTOTAL OUTSIDE DIRECT COSTS</b>				<b>\$12,988.75</b>

**EXHIBIT C-4  
MANHOOR ESTIMATE FOR PHASE III ENGINEERING**

LOCAL AGENCY: CITY OF EVANSTON  
 PROJECT: EVANSTON LAKEFRONT CORRIDOR  
 COUNTY: COOK  
 SECTION: 07-00246-00-BT  
 PROJECT NO: ARA-TE-00D1 (779)  
 JOB NO: C-91-338-07

FIRM: AECOM USA, Inc. DATE: October 28, 2009

	ADMINISTRATIVE ASSISTANT	PRINCIPAL	RESIDENT ENGINEER	ENGINEERING TECH/DESIGNER	INSPECTOR	Total Hours
<b>PRECONSTRUCTION</b>						
Job preparation		4	8			12
Review Plans			8			8
Coordination Meeting (2) with City Departments			12			12
Preconstruction meeting			8			8
<b>SUBTOTAL</b>		<b>4</b>	<b>36</b>			<b>40</b>
<b>CONSTRUCTION OBSERVATION</b>						
Layout verification (3 days)				24	24	48
Shop drawing review			16			16
MOT & Erosion Control			12			12
Observation and Records			80		18	98
Weekly Meetings (12)			20			20
Pay Estimates (3)			6			6
Final Quantities			8			8
QA of Materials Coordination			16			16
Preparation of Weekly Reports for City			16			16
Meetings/Coordinate with City Department			20			20
Response to Residential Concerns			20			20
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>214</b>	<b>24</b>	<b>42</b>	<b>280</b>
<b>POST CONSTRUCTION</b>						
Job Close out			12			12
Perform final inspection			4			4
Documentation Verification			4			4
Red-Line As builts/Create DWG Drawings			24	40	0	64
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>40</b>	<b>0</b>	<b>84</b>
<b>ADMIN AND MANAGEMENT</b>						
<b>SUBTOTAL</b>	<b>8</b>	<b>0</b>	<b>0</b>			<b>8</b>
<b>ADDITIONAL LIGHTING OBSERVATION</b>						
Layout verification (2 days)				16	16	32
Shop drawing review			8			8
Observation and Records			112		16	128
Final Quantities			8			8
QA of Materials Coordination			8			8
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>136</b>	<b>16</b>	<b>32</b>	<b>184</b>
<b>TOTAL</b>	<b>8</b>	<b>4</b>	<b>430</b>	<b>80</b>	<b>74</b>	<b>596</b>
<b>PERCENT PARTICIPATION</b>	<b>1.34%</b>	<b>0.67%</b>	<b>72.15%</b>	<b>13.42%</b>	<b>12.42%</b>	<b>100.00%</b>

**EXHIBIT C-5  
HOURLY RATE RANGE BY CLASSIFICATION**

FIRM: AECOM USA, Inc.

DATE: October 28, 2009

LOCAL AGENCY: CITY OF EVANSTON  
PROJECT: EVANSTON LAKEFRONT CORRIDOR  
COUNTY: COOK  
SECTION: 07-00246-00-BT  
PROJECT NO: ARA-TE-00D1 (779)  
JOB NO: C-91-338-07

<b>PAYROLL CLASSIFICATION</b>	<b>HOURLY RATE RANGE (LOW - HIGH)</b>
ADMINISTRATIVE ASSISTANT	\$20.00 to \$35.00
PRINCIPAL	\$70.00 to \$70.00
RESIDENT ENGINEER	\$40.00 to \$70.00
ENGINEERING TECH/DESIGNER	\$20.00 to \$55.00
INSPECTOR	\$30.00 to \$60.00



1145 North Main Street  
Lombard, Illinois 60148  
Phone (630) 953-9928  
www.wangeng.com

October 28, 2009

Mr. Raymond L. Pitula  
Resident Engineer  
AECOM  
303 East Wacker Drive  
Chicago, Illinois 60601

Re: Proposal for Site Quality Assurance Material Testing Services  
Evanston Lakefront Corridor Project, Evanston, IL  
Wang Proposal No. P091018

Dear Mr. Pitula:

Wang Engineering, Inc. (Wang) appreciates the opportunity to present our proposal to provide quality assurance materials testing services for your project. Wang specializes in providing geotechnical services and the related testing and inspection services. Inspection and Testing personnel are required to be represented by the IUOE #150 (International Union of Operating Engineers Local No. 150) of which Wang is a signatory to the current collective bargaining agreement. Wang is certified through the State of Illinois as a DBE corporation.

The requirements of your project are anticipated to consist of the following testing and inspection:

- Site Concrete Testing and Inspection
- Laboratory Testing of Concrete Compressive Strength Samples
- Site Soils Compaction Testing and Inspection
- Site HMA Compaction Testing

Our laboratory is accredited by the AASHTO Accreditation Program for soil, aggregate, concrete and asphalt testing. Our competency for laboratory testing is periodically assessed by the AASHTO Materials Reference Laboratory (AMRL), the Cement and Concrete Reference Laboratory (CCRL), and IDOT's Bureau of Materials. Wang Engineering is qualified through the Illinois Department of Transportation for Quality Assurance and Quality Control testing for soils, concrete, and asphalt.

Sincerely,

Wang Engineering, Inc.

Robert A. Flood, P.E.  
Construction Services Manager

Paul Y. Wang  
President

Geotechnical • Construction • Environmental  
Quality Engineering Services Since 1982



**Project Description**

The project is to consist of the compaction testing of soils, aggregates, and hot mix asphalt as well as field and laboratory concrete testing. It is anticipated that two (2) Standard Proctors, one for the soil and one for the aggregate, will also need to be performed in our laboratory.

**Work Schedule and the Requisite Project Staffing**

The project is anticipated to be completed by the end of the 2010 calendar year. Staffing will be performed on a full time basis, as required. Testing personnel will be union technicians with the appropriate certification to perform the scheduled inspection(s).

**Reports**

All field reports are to be prepared manually on the site during the actual time of inspection and testing. Reports will also be submitted with our invoicing.

**Cost**

An estimated cost of \$ 12,968.75 has been calculated for this project. This estimate includes the electrical work; this work has been separated in the event that this option is not desired.

<u>Item</u>	<u>Units</u>	<u>Unit Cost</u>	<u>No. of Units</u>	<u>Extension</u>
Level I Technician, Site Work	Hourly	85.00	96.00	8,160.00
Level I Technician, Overtime	Hourly	106.25	1.00	106.25
Vehicle Charge	Daily	50.00	13.00	650.00
Nuclear Density Gauge	Daily	40.00	9.00	360.00
Compressive Strength Cylinders	Each	20.00	8.00	160.00
Standard Proctors	Each	175.00	2.00	350.00
Cylinder Pick-up	Each	100.00	2.00	200.00
<b>Total Without Electrical</b>				<b>9,986.25</b>
<u>Electrical Items</u>	<u>Units</u>	<u>Unit Cost</u>	<u>No. of Units</u>	<u>Extension</u>
Level I Technician, Site Work	Hourly	85.00	24.00	2,040.00
Level I Technician, Overtime	Hourly	106.25	2.00	212.50
Vehicle Charge	Daily	50.00	3.00	150.00
Nuclear Density Gauge	Daily	40.00	1.00	40.00
Compressive Strength Cylinders	Each	20.00	12.00	240.00
Cylinder Pick-up	Each	100.00	3.00	300.00
<b>Total Electrical Only</b>				<b>2,982.50</b>
<b>Total With Electrical</b>				<b>12,968.75</b>



Please note that there is a minimum charge of four (4) hours for site visits, including cancellations on the day of scheduled work activities and cancelled work due to inclement weather. Travel will be charged as required per the union contract.

### **Projected Site Schedule**

It was noted on your IDOT form Titled *Estimate of Time Required* which was dated October 14, 2009, and submitted by Stanley Wang (S. Wang) of AECOM that fourteen (14) days of roadway work are anticipated which are to consist of three (3) days of earth excavation, five (5) days of crushed stone base and surface, one (1) day of PCC curb and gutter work, one (1) day of PCC sidewalk, and four (4) days of HMA binder and surface work. This estimate incorporates twelve (12) full time days of work with only one (1) hour allotted for overtime. It should be noted that should all of these activities be covered on a full time basis that additional charges will be incurred. As Wang is proposing to perform the Quality Assurance (QA) testing and not the Quality Control (QC) testing, it is assumed that some of these activities will not be covered.

Also, the above-referenced *Estimate of Time Required* form indicates that there are to be thirty-one (31) days of electrical foundation work and sixteen (16) days of light pole foundation work. This proposal only provides three (3) days of full time work with only two (2) hours of overtime. Again, as Wang is proposing to perform the Quality Assurance (QA) testing and not the Quality Control (QC) testing, it is assumed that most of these activities will not be covered.

It was indicated in our correspondence that an estimated cost of \$10,000 and \$3,000 was anticipated for the roadway and electrical work, respectively. Wang has endeavored to meet these budgetary constraints rather than indicate costs in excess of what is anticipated. This is stated explicitly to be forthright; Wang would be pleased to modify this proposal, as you deem appropriate if so desired.

### **The Wang Companies**

As a result of unionization in the industry, Wang Engineering, Inc. operates the testing and inspection services portion of the operations under the subsidiary, Wang Testing Services, Inc. Professional and Laboratory Services are provided through Wang Engineering, Inc. directly. Though perhaps a legal subtlety, it is a practical firewall between the union and nonunion segments of the company. For clarity, this proposal references all services to be performed by "Wang".

### **Conclusion**

Thank you for the opportunity to present our proposal to provide testing services to your project. In this proposal we attempt to provide a comprehensive testing program at competitive pricing. Please contact us immediately if you feel that we have failed to do so.



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

April 30, 2009

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Mr. Mark L. Lucas  
Aecom Usa, Inc.  
303 East Wacker Drive  
Suite 600  
Chicago, IL 60601-

Dear Mr. Lucas:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending September 30, 2008. Your firm's total annual transportation fee capacity will be \$656,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 163.14% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until September 30, 2009. You will be given an additional six months from this date to submit the entire "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl Cathey".

Cheryl Cathey P.E.  
Chief of Preliminary Engineering

## SEFC PREQUALIFICATION

FIRM: AECOM USA, INC.

SOI CODE: AUI

DATE: 04/30/09

PLANS, SPECIFICATIONS & ESTIMATES			
1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	A
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	A
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	A
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	A
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	A
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:	X
9. HIGHWAY STRUCTURE:COMPLEX:	X	19. PUMPING STATION:	X
10. RAILROAD BRIDGE:	X		

STUDIES			
20. LOCATION DRAINAGE:	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):			

HYDRAULIC REPORTS			
25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	X
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES			
28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS			
31. E.A.:	X	32. E.I.S.:	X

SPECIAL DESIGN STUDIES			
33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X

SPECIAL SERVICES			
35. ROUTE SURVEY:	X	45. ARCHITECTURE:	X
36. LAND SURVEY:	X	46. LANDSCAPE ARCHITECTURE:	X
37. AERIAL MAPPING:		47. HAZARDOUS WASTE:	
38. GENERAL GEOTECHNICAL SERVICES:	X	48. ASBESTOS ABATEMENT SURVEY:	
39. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:	X	49. CONSTRUCTION INSPECTION:	X
40. SUBSURFACE EXPLORATIONS:	X	50. QA COMPLETE:	
41. STRUCTURE GEOTECHNICAL REPORTS:	X	51. QA HMA & AGGREGATE:	
42. ELECTRICAL ENGINEERING:	X	52. QA PCC & AGGREGATE:	
43. MECHANICAL ENGINEERING:	X	53. BITUMINOUS MIX DESIGNS	
44. SANITARY ENGINEERING:	X	54. SUBSURFACE UTILITY ENGINEERING:	

X PREQUALIFIED  
 A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.  
 P PENDING FUTHER REVIEW  
 S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST  
 L LOSS OF PREQUALIFICATION



# Illinois Department of Transportation

Office of Small Business Services  
2300 South Dirksen Parkway / Springfield, Illinois 62764

June 29, 2009

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Wang  
Wang Engineering, Inc.  
1145 N. Main St.  
Lombard, IL 60148

Dear Mr. Wang:

This is written notification that the Illinois Department of Transportation (IDOT) has revised your work categories after reviewing and approving your request of June 16, 2009. As of the date of this letter, your approved categories will be:

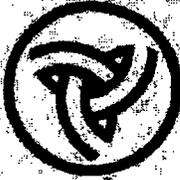
- Structure Geotechnical Reports
- Subsurface Explorations
- General Geotechnical Services
- Complex Geotechnical/Major Foundation
- Construction Inspection
- QA Complete
- QA HMA & Aggregate
- QA PCC & Aggregate

The next IL UCP DBE Directory will reflect the revised categories. If you have any questions or require additional information, please contact this agency at (217) 782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra A. Clark'.

Debra A. Clark, Manager  
Certification Section  
Bureau of Small Business Enterprises



# Illinois Department of Transportation

Office of Business & Workforce Diversity  
2300 South Dirksen Parkway / Springfield, Illinois 62764

November 19, 2008

## CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Paul Wang  
Wang Engineering, Inc.  
1145 N. Main St.  
Lombard, IL 60148

Dear Mr. Wang:

The Illinois Department of Transportation (IDOT), your host agency, has reviewed your *Continued DBE Eligibility Affidavit (CEA)* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra, and Pace.

Your certification is approved for a five (5) year period, commencing on November 5, 2008. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

If there is any change in circumstances that affects your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR 26.83(f).

Wang Engineering, Inc.  
Page 2  
November 19, 2008

Your firm's name will appear in the IL UCP DBE Directory in the following area(s) of specialty:

- Structure Geotechnical Reports
- Subsurface Explorations
- General Geotechnical Services
- Complex Geotechnical/Major Foundation
- Construction Inspection

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at [www.dot.il.gov/ucp/ucpdirectorybyname.pdf](http://www.dot.il.gov/ucp/ucpdirectorybyname.pdf).

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

**Please note:**

- This certification does not attest to your firm's abilities to perform in the approved work category(ies).
- Your certification may be revoked if your firm is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

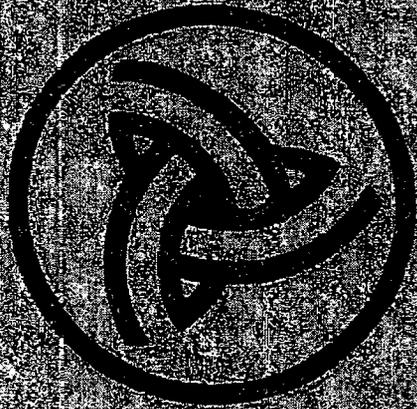
Please direct all inquiries and any questions to this agency at (217) 782-5490.

Sincerely,



Debra A. Clark, Manager  
Certification Section  
Small Business Enterprises

Enclosure



# Illinois Department of Transportation

**WANG ENGINEERING, INC.**

is hereby certified as a

## **Disadvantaged Business Enterprise**

This certificate is valid under current firm ownership and operational/control only and supercedes any authorization or listing previously issued.

Milton R. Sees  
Secretary  
Illinois Department of Transportation

Gary L. Hines  
Secretary  
Illinois Small Business Enterprise

Effective the 5th day of November, 2008

**Evanston Lakefront Corridor**  
**Off-System Bicycle Path from Lee Street to 500' North of Clark Street**  
**Phase III Engineering Project Schedule**

TASK	2010						
	Mar	Apr	May	Jun	Jul	Aug	Sep
Letting Date (3/5/2010)							
Contract Negotiations & Mobilization							
Notice to Proceed (anticipated 5/1/10)							
Preconstruction Activities							
Construction Observation							
Post Construction Activities							
Project Completion (anticipated 8/30/10)							