

4/14/2010

**27-R-10**

**A RESOLUTION**

**Authorizing the City Manager to Sign an *Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation* with TranSystems Corporation for Phase III Engineering Services to Rehabilitate Sheridan Road**

**WHEREAS**, a goal of the Strategic Plan for the City of Evanston is to provide safe transportation infrastructure within City confines; and

**WHEREAS**, in order to facilitate the free flow of traffic and insure safety to the motoring public, the City of Evanston, the Illinois Department of Transportation ("IDOT"), and TranSystems Corporation are desirous of entering into an *Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation* (a copy of which is attached hereto and incorporated herein as Exhibit A) for phase III construction engineering services to rehabilitate Sheridan Road within the City of Evanston; and

**WHEREAS**, said phase III construction engineering services include traffic signal improvements, drainage system improvements, curb and gutter removal and replacement, patching, and resurfacing; and

**WHEREAS**, the City Council of the City of Evanston has determined that it is in the best interests of the City of Evanston to enter into said Agreement with IDOT and TranSystems Corporation.

**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 and directed to sign and the City Clerk authorized and directed to attest on behalf of the City the *Illinois Department of Transportation Construction Engineering Services Agreement for Federal Participation* with TranSystems Corporation, attached hereto as Exhibit A and incorporated herein by reference.

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

**SECTION 3:** That this Resolution 27-R-10 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: April 26, 2010

EXHIBIT A

***Illinois Department of Transportation Construction Engineering  
Services Agreement for Federal Participation with  
TranSystems Corporation for Phase III Engineering Services  
to Rehabilitate Sheridan Road***

Local Agency City of Evanston	<b>L O C A L  A G E N C Y</b>  <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant TranSystems Corporation
County Cook			Address 1051 Perimeter Drive, Suite 1025
Section 08-00250-00-PV			City Schaumburg
Project No. M-9003 (521)			State IL
Job No. C-91-148-10			Zip Code 60173-5058
Contact Name/Phone/E-mail Address Sat Nagar/847-866-2967 snagar@cityofevanston.org	Contact Name/Phone/E-mail Address Eric E. Rose/ 847-605-9600/ eerose@transystems.com		

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 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:

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

#### Project Description

Name Sheridan Road/Forest Avenue      Route FAU 2865      Length 1 Miles      Structure No. N/A

Termini Burnham Place to 200' north of Sheridan Road/Chicago Avenue intersection.

Description: Construction Engineering services for the rehabilitation of Sheridan Road including, traffic signal improvements, drainage system improvements, curb & gutter removal and replacement, patching and resurfacing.

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

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

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

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

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
TranSystems	43-0839725	\$249,864.43
Sub-Consultants:	TIN Number	Agreement Amount
Great Lakes Soil & Environmental Consultants, Inc.	36-4045796	\$57,098.04
Sub-Consultant Total:		\$57,098.04
Prime Consultant Total:		\$249,864.43
Total for all Work:		\$306,962.47

Executed by the LA:

City of Evanston  
(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_  
City \_\_\_\_\_ Clerk

By: \_\_\_\_\_  
Title: City Manager

(SEAL)

Executed by the ENGINEER:

TranSystems

ATTEST:

By: Kathleen M. Meynord  
Title: Assistant Vice President

By: Franc L. Dyer  
Title: Assistant Vice President

**Exhibit A - Construction Engineering**

Route: Sheridan Road/Forest Avenue  
 Local Agency: City of Evanston  
 (Municipality/Township/County)  
 Section: 08-00250-00-PV  
 Project: M-9003 (521)  
 Job No.: C-91-148-10

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

Overhead Rate (OH) 151.80 %  
 Complexity Factor (R) 0.00  
 Calendar Days \_\_\_\_\_

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
SEE ATTACHED EXHIBIT A									
<b>Totals</b>		0.00							



## SCOPE OF SERVICES

Transystems will provide construction engineering services for the rehabilitation of Sheridan Road from Burnham Place to 200' north of Chicago Avenue which includes traffic signal improvements, drainage system improvements, curb & gutter removal and replacement, patching and resurfacing. TranSystems (TS), along with Great Lakes Soil and Environmental Consultants (GSE), will provide the resident engineer, inspectors, and other technical personnel necessary to observe, monitor, and document the contractor's progress on the project from the start of field operations to final completion. In addition, we will partner with the City in providing communication of project information to the public. All work is to be performed according to the contract documents and general industry engineering standards and procedures established by the Illinois Department of Transportation (IDOT). TranSystems will complete construction inspection services in accordance with, but not limited to, the following general task areas:

### Preconstruction Tasks (Total Hours = 68)

1. Attend a preconstruction meeting conducted by IDOT with all parties to discuss project goals, objectives, procedures and schedule. Also conduct a preconstruction meeting with the City of Evanston and contractor to discuss issues, events, community relations and coordination specific to the City. (TS - 12 hours)
2. Document existing conditions with digital photographs or videotape. Save photos on CD for use by the Village. (TS - 16 hours)
3. Review the plans and specifications in depth, verifying quantities, elevations and dimensions relevant to the project. (TS - 20 hours)
4. Review contractors proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors. (4 hours)
5. Set up project for documentation and records in compliance with requirements of IDOT Construction Manual. (TS - 14 hours)
6. Distribute project contact list with names, addresses, phone numbers, and fax numbers for all contractors, subcontractors, and suppliers for the project. Also 24 hour contact numbers for applicable parties. (TS - 2 hours)

### Construction Tasks (Total Hours = 1920)

1. Daily construction observation and material testing services meeting IDOT guidelines and procedures. (TS – 806 hours, GSE – 320 hours)
2. Provide coordination between the City of Evanston, Illinois Department of Transportation (IDOT), Local Residents and Businesses, and the Contractor throughout the project, including holding weekly meetings. (TS – 370 hours)
3. Proportion concrete according to applicable IDOT 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. (GSE – 40 hours)
4. Proportion hot mix asphalt according to applicable IDOT BMPR QC/QA training documents and obtain samples and perform testing as noted below. (GSE – 40 hours)

5. For soils, to obtain samples and perform testing as noted below. (GSE – 20 hours)
  - A qualified soils technician or engineer will be onsite when the Contractor performs any stripping operations, proof rolling, fill placement, and compaction.
6. For aggregates, to obtain samples and perform testing as noted below. (GSE – 20 hours)

Note: For 3 through 6, obtain samples for testing according to IDOT BMPR “Project Procedures Guide”, or as indicated in the specifications, or as attached herein by the City of Evanston; test according to IDOT BMPR “Manual of Test Procedures for Materials”, submit IDOT BMPR inspection reports; and verify compliance with contract specifications.

  - The Resident Engineer is responsible for the accuracy and completeness of material inspection reports.
  - The Resident Engineer will submit all material inspection reports to IDOT on a weekly basis as required.
7. Inspection of all materials when inspection is not provided at the sources by IDOT BMPR, and submit inspection reports to the City of Evanston and IDOT in accordance with IDOT BMPR “Project Procedures Guide” and the policies of IDOT. (TS – 36 hours, GSE – 12 hours)
  - The Resident Engineer will submit all RE Visual material inspection reports to IDOT on a weekly basis or as needed basis.
8. For Quality Assurance services, provide personnel who have completed the appropriate IDOT BMPR QC/QA trained technician classes.
  - All TS & GSE field personnel are Level II QC/QA trained technicians in both PCC mixtures and bituminous mixtures.
  - All GSE personnel will be of the appropriate Level of QC/QA training for the work they will be performing.
9. Inspect, document, and observe the adequacy of the maintenance of the traffic control. (TS – 219 hours)
  - The Resident Engineer will drive and check the project site traffic control at the beginning and end of each day.
  - The Resident Engineer will periodically drive the project site at night to check for deficiencies which may only be noticeable at night.
  - The Resident Engineer will complete weekly inspection reports.
  - The Resident Engineer will submit the Traffic Control Authorization Report (Oper-725) prior to the setup of traffic control.
10. Quality control in the construction work in progress and the enforcement of the contract provisions in accordance with the IDOT Construction Manual. (TS – 80 hours)
  - The Resident Engineer and Construction Engineers will follow the Inspector’s Check Lists that are part of the Construction Manual.
11. Measurement and computation of pay items. (TS – 60 hours, GSE – 160 hours)
  - All measurements and computations will be done in accordance with IDOT Documentation Manual Procedures utilizing the STATE ICORS database.
12. Cross sections will be taken prior to the start of the Contractor work and at the conclusion of the various stages of earthwork operations. Earthwork calculation will be calculated in accordance with IDOT requirements. (TS – 16 hours)
13. 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. (TS – 219 hours)
  - The Resident Engineer will maintain an Inspector’s Daily Report book with all daily reports.
  - Field Books will be used for all field measurements.
14. Preparation and submission to IDOT in the required form and number of copies, all partial and final payment estimates, changes orders, records, documentation, and reports required by the City of Evanston and IDOT. (TS – 40 hours)

15. Verify that the Contractor is following the requirements of the NPDES permit as set forth in the Contract documents. (TS – 38 hours)
  - Verify the SWPP and Notice of Intent is included in the contract documents for projects that disturb more than 1 acre.
  - Verify BDE 2342A has been signed and submitted by the Contractor. The project can not commence until this is submitted.
  - Prior to the start of construction, meet with the Contractor to discuss erosion control plans and implementation. Record this meeting in the project diary.
  - Perform weekly inspections of erosion control and effectiveness (BC 2259).
  - Upon final completion submit the Notice of Termination.
16. Construction Manager to provide guidance to field personnel as to Contract requirements and daily documentation. (TS – 32 hours)
17. Provide liaison functions related to coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project. (TS – 40 hours)
18. Provide to the City flyers, website, or newsletter information related to project for review and distribution to public. Flyers and website notices should be updated on a bi-weekly basis. The City will need to be provided with one distribution ready copy to review prior to releasing to the public. (TS – 24 hours)
19. Prepare minutes for all meetings and distribute to appropriate parties. (TS )
20. Maintain set of working drawings as construction is progressing. (TS)
21. Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team. (TS)
22. Maintain and periodically transmit to contractor a running punch list to expedite project close out. (TS)
23. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. With hold payment until material inspection and certifications are provided. (TS)

### Post Construction Tasks (Total Hours = 288)

1. Perform final inspection with the City representatives and contractor to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all physical work and obtain Local Agency Certification from the City. (TS – 24 hours)
2. Close out project within 60 days after all construction is completed. (TS – 176 hours)
3. Obtain and review record drawings to ensure compliance with requirements established in the preconstruction phase. Submit the final as-builts on CD as pdf files. (TS – 40 hours)
4. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete. (TS – 24 hours)
5. Provide all documentation associated with the final balancing change order and final pay estimate. (TS – 24 hours)

## | SCHEDULE OF ENGINEERING SERVICES

TranSystems will implement the project in the following order:

1. Review and Photo or Video Record Project Site
2. Review Contract Documents
3. Attend Preconstruction Meeting
4. Review Contractor Submittals
5. Verify the Geometric Controls shown in the Contract Drawings
6. Verify Contractor layout and construction staking
7. Observe, Inspect and Document Contractor's Work
8. Perform Final Inspection
9. Oversee Punch list
10. Close-Out Project

TranSystems will deliver a top quality product within budget and in time by following the approach, scope and schedule as outlined above.

**Cost Estimate of Consultant Services**



**Payroll Escalation Table  
Fixed Raises**

FIRM NAME TranSystems  
PRIME/SUPPLEMENT Prime

DATE 02/26/10  
PTB NO. \_\_\_\_\_

CONTRACT TERM 14 MONTHS  
START DATE 7/1/2010  
RAISE DATE 4/1/2011

OVERHEAD RATE 151.80%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

7/1/2010 - 4/1/2011

4/1/2011 - 5/31/2011

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12  
14

2  
14

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

= 85.71%  
= 1.0043

14.71%

**The total escalation for this project would be:**

**0.43%**





**Illinois Department  
of Transportation**

**Cost Estimate of  
Consultant Services  
(CPFF)**

Firm TranSystems  
 Route Sheridan Road - Burnham Pl. to Chicago Ave.  
 Section 08-00250-00-PV  
 County Cook  
 Job No. C-91-148-10  
 PTB & Item \_\_\_\_\_

Date 02/26/10

Overhead Rate 151.80%

Complexity Factor 0

DBE Drop Box	Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Services By Others (G)	DBE Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
	<b>PRECONSTRUCTION</b>										
	Contract Documents Review	24	888.51	1,348.76		324.40				2,561.68	0.83%
	Project Site Inspection	16	643.39	976.66		234.91				1,854.95	0.60%
	Meeting	12	541.23	821.59		197.61				1,560.42	0.51%
	Job Setup	16	643.39	976.66		234.91				1,854.95	0.60%
	<b>CONSTRUCTION</b>										
	Shop drawing review	40	1,949.20	2,958.88		711.67				5,619.75	1.83%
	Layout verification	64	2,117.84	3,214.88		773.24				6,105.96	1.99%
	Construction Inspection	868	29,658.85	45,022.13	12,336.00	12,617.46		57,098.04	57,098.04	156,732.48	51.06%
	Traffic Control	232	7,108.66	10,790.94		2,595.44				20,495.04	6.68%
	Daily Documentation	232	7,108.66	10,790.94		2,595.44				20,495.04	6.68%
	Pay Estimates	52	1,593.32	2,418.66		581.74				4,593.72	1.50%
	Weekly Documentation	48	1,470.76	2,232.61		536.99				4,240.35	1.38%
	Other Agency Coordination	36	1,562.47	2,371.83		570.47				4,504.77	1.47%
	Contractor Coordination	390	13,442.95	20,406.39		4,908.15				38,757.49	12.63%
	Utility Coordination	16	643.39	976.66		234.91				1,854.95	0.60%
	QC/QA of Materials	40	1,378.76	2,092.96		503.40				3,975.13	1.29%
	<b>POST CONSTRUCTION</b>										
	Final Documentation	216	7,384.07	11,209.02		2,696.00				21,289.09	6.94%
	Record Drawings	40	1,317.38	1,999.79		480.99				3,798.16	1.24%
	<b>ADMINISTRATION AND MANAGEMENT</b>										
	Administration/Management	14	618.46	938.82		225.81				1,783.09	0.58%
	Quality Control and Assurance	28	1,694.51	2,572.27		618.68				4,885.46	1.59%
	<b>TOTALS</b>	<b>2384</b>	<b>81,765.77</b>	<b>124,120.44</b>	<b>12,336.00</b>	<b>31,642.22</b>	<b>0.00</b>	<b>57,098.04</b>	<b>57,098.04</b>	<b>306,962.47</b>	<b>100.00%</b>

**DBE 18.60%**



**Average Hourly Project Rates**

Route Sheridan Road - Burnham Pl. to Chicago Ave.  
 Section 08-00250-00-PV  
 County Cook  
 Job No. C-91-148-10  
 PTB/Item

Consultant TranSystems

Date 02/26/10

Sheet 2 OF 1

Payroll Classification	Avg Hourly Rates	CONSTRUCTION			Shop drawing review			Layout verification			Construction Inspection			Traffic Control			Daily Documentation		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal in Charge	70.00																		
Senior Project Manager (Highway)	68.16				4	10.00%	6.82												
Construction Manager	60.52																		
Chief Structural Engineer	60.52																		
Senior Project Engineer (Highway)	54.88																		
Resident Engineer	49.78				28	70.00%	34.85	16	25.00%	12.45	160	18.43%	9.18						
Senior Resident Inspector	42.66																		
Assistant Resident Inspector	32.32																		
Design Engineer II (Highway)	35.33				8	20.00%	7.07												
Construction Inspector III	30.64							16	25.00%	7.66	708	81.57%	24.99	232	100.00%	30.64	232	100.00%	30.64
Land Surveyor	33.19																		
Survey Crew Chief	31.36							16	25.00%	7.84									
Rodman	20.58							16	25.00%	5.14									
CADD Technician III	28.72																		
Administrative Assistant	22.39																		
<b>TOTALS</b>		0	0%	\$0.00	40	100%	\$48.73	64	100%	\$33.09	868	100%	\$34.17	232	100%	\$30.64	232	100%	\$30.64

**Average Hourly Project Rates**

Route Sheridan Road - Burnham Pl. to Chicago Ave.  
 Section 08-00250-00-PV  
 County Cook  
 Job No. C-91-148-10  
 PTB/Item \_\_\_\_\_

Consultant TranSystems

Date 02/26/10

Sheet 3 OF 1

Payroll Classification	Avg Hourly Rates	Pay Estimates			Weekly Documentation			Other Agency Coordination			Contractor Coordination			Utility Coordination			QC/QA of Materials		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal in Charge	70.00																		
Senior Project Manager (Highway)	68.16																		
Construction Manager	60.52																		
Chief Structural Engineer	60.52																		
Senior Project Engineer (Highway)	54.88																		
Resident Engineer	49.78							24	66.67%	33.19	78	20.00%	9.96	8	50.00%	24.89	8	20.00%	9.96
Senior Resident Inspector	42.66																		
Assistant Resident Inspector	32.32																		
Design Engineer II (Highway)	35.33																		
Construction Inspector III	30.64	52	100.00%	30.64	48	100.00%	30.64	12	33.33%	10.21	312	80.00%	24.51	8	50.00%	15.32	32	80.00%	24.51
Land Surveyor	33.19																		
Survey Crew Chief	31.36																		
Rodman	20.58																		
CADD Technician III	28.72																		
Administrative Assistant	22.39																		
TOTALS		52	100%	\$30.64	48	100%	\$30.64	36	100%	\$43.40	390	100%	\$34.47	16	100%	\$40.21	40	100%	\$34.47



# MANHOUR UTILIZATION WORKSHEET

ROUTE: FAU RT 2865 (Sheridan Road)  
 SECTION: 08-00250-02-PV  
 PROJECT: M-9003 (521)  
 COUNTY: Cook  
 JOB NO.: C-91-148-10

Firm: TranSystems Corporation

Date: December 15, 2009

TASK		Principal in Charge	Senior Project Manager	Chief Structural Engineer	Construction Manager	Project Engineer	Resident Engineer	Senior Resident Inspector	Assist. Resident Inspector	Construction Inspector III	Design Engineer II	Land Surveyor	Survey Crew Chief	Instrument Person	Cadd Technician III	Administrative Assistant	TOTAL HOURS
<b>1 PRE-CONSTRUCTION TASKS</b>																	
1.1	Contract Documents Review						8			16							24
1.2	Project Site Inspection						8			8							16
1.3	Preconstruction Meeting					4	4			4							12
1.4	Job Setup						8			8							16
<b>SUBTOTAL</b>		0	0	0	0	4	28	0	0	36	0	0	0	0	0	0	68
<b>2 SHOP DRAWING REVIEW</b>																	
2.1	Structural Plans																0
2.2	Traffic Signal & Electrical - Catalog Cuts						24			8							32
2.3	Misc. Review		4				4										8
<b>SUBTOTAL</b>		0	4	0	0	0	28	0	0	0	8	0	0	0	0	0	40
<b>3 CROSS SECTIONS</b>																	
3.1	Before Cross Sections																0
3.2	After Cross Sections																0
3.3	Quantity Calculation																0
<b>SUBTOTAL</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>4 LAYOUT VERIFICATION</b>																	
4.1	Pavement Patching						4										4
4.2	Curb & Gutter								4								4
4.3	Bituminous Surface Removal Variable Depth						4			4							8
4.4	Storm Sewer						4						16	16			36
4.5	Sidewalk								4								4
4.6	Driveways								1								1
4.7	Pavement Reconstruction						4										4
4.8	Pavement Marking and Signs Layout									1							1
4.9	Misc. Layout									1							1
4.10	Removal Limits									1							1
<b>SUBTOTAL</b>		0	0	0	0	0	16	0	0	16	0	0	16	16	0	0	64
<b>5 CONSTRUCTION OBSERVATION</b>																	
5.1	Construction Inspection						160			708							868
5.2	Traffic Control									232							232
5.3	Daily Documentation									232							232
5.4	Pay Estimates									52							52
5.5	Weekly Documentation									48							48
<b>SUBTOTAL</b>		0	0	0	0	0	160	0	0	1272	0	0	0	0	0	0	1432
<b>6 MEETINGS AND COORDINATION</b>																	
6.1	Utilities						8			8							16
6.2	Contractor Coordination						78			312							390
6.3	Other Agencies						24			12							36
6.4	Quality Control & Assurance						8			32							40
<b>SUBTOTAL</b>		0	0	0	0	0	118	0	0	364	0	0	0	0	0	0	482
<b>7 POST CONSTRUCTION</b>																	
7.1	Final Documentation						40			176							216
7.2	Record Drawings						8								32		40
<b>SUBTOTAL</b>		0	0	0	0	0	48	0	0	176	0	0	0	0	32	0	256
<b>CONSTRUCTION OBSERVATION</b>		0	4	0	0	4	398	0	0	1864	8	0	16	16	32	0	2342
<b>TASK ADMIN / MANAGEMENT</b>																	
<b>8 ADMINISTRATION AND MANAGEMENT</b>																	
<b>SUBTOTAL</b>		0	0	0	8	0	0	0	0	0	0	0	0	0	0	6	14
<b>9 QUALITY CONTROL AND ASSURANCE</b>																	
<b>SUBTOTAL</b>		0	0	0	28	0	0	0	0	0	0	0	0	0	0	0	28
<b>ADMIN / MANAGEMENT</b>		0	0	0	36	0	0	0	0	0	0	0	0	0	0	6	42
<b>TOTAL</b>		0	4	0	36	4	398	0	0	1864	8	0	16	16	32	6	2384
<b>PERCENT PARTICIPATION</b>		0.0%	0.2%	0.0%	1.5%	0.2%	16.7%	0.0%	0.0%	78.2%	0.3%	0.0%	0.7%	0.7%	1.3%	0.3%	100.0%

DETAILED SUMMARY OF DIRECT COSTS

CONSULTANT: TranSystems  
ROUTE: Sheridan Road - Burnham Pl. to Chicago Ave.  
PROJECT: M-9003 (521)  
SECTION: 08-00250-00-PV  
COUNTY: Cook  
JOB NO.: C-91-148-10

INHOUSE DIRECT COSTS

TRAVEL

272	\$	45.00	per day	<u>\$12,240.00</u>
# of days x day rate				Cost

SURVEY SUPPLIES \$0.00

PRINTING (breakdown in following manner: # of sets x # of prints/set x rate)

Blueprints: 8 sets x 80 prints/set x \$0.15 \$96.00

Reports: \_\_\_\_\_ \$0.00

OUTSIDE DIRECT COSTS

PRINTING

Mylars: \_\_\_\_\_ \$0.00

Reports: \_\_\_\_\_ \$0.00

**PAYROLL ESCALATION TABLE  
ANNIVERSARY RAISES**

**FIRM NAME**  
**PRIME/SUPPLEMENT**

Great Lakes Soil & Env. Consultants, Inc.  
Prime

**DATE** 11/12/09  
**PTB NO.** \_\_\_\_\_

**CONTRACT TERM** 6 MONTHS  
**START DATE** 5/1/2009  
**RAISE DATE** ANNIVERSARY

**OVERHEAD RATE** 171.50%  
**COMPLEXITY FACTOR** 0  
**% OF RAISE** 3.00%

**ESCALATION PER YEAR**

**DETERMINE THE MID POINT OF THE AGREEMENT**

**3**

**CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT**

**0.75%**

**The total escalation for this project would be: 0.75%**



**In-HOUSE DIRECT COSTS**

Great Lakes Soil & Env. Consultants, Inc.  
 Sheridan Road from Burnham to Chicago Avenue  
 Evanston, IL

Item Description

**REPRODUCTION & PICTURE ALLOWANCE**

Reproduction	MO @ \$ 50.00 / MO (Billed at Actual Cost)				TOTAL
Pictures	MO @ \$ 50.00 / MO (Billed at Actual Cost)				\$ -
					\$ -
					<hr/>
					<b>Reproduction &amp; Picture Totals:</b>
					<hr/> <b>\$ -</b> <hr/>

**VEHICLE MILEAGE NOT ELIGIBLE FOR PROFIT**

Vehicle Days		\$ 45.00	Day	54	\$ 2,430.00
Personal Car Usage:	Mileage @ \$ 0.505 / mile				\$ -
					\$ -
					<hr/>
					<b>Vehicle Totals:</b>
					<hr/> <b>\$ 2,430.00</b> <hr/>

**COMMUNICATION**

Phone/Radio Combo Units	8 MO @ \$ 70.00 / MO	0 People	\$ -
Radio Only Units	0 MO @ \$ 60.00 / MO	0 People	\$ -
			\$ -
			<hr/>
			<b>Communication Charge Totals:</b>
			<hr/> <b>\$ -</b> <hr/>

**LABORATORY TESTING**

					Average Rate (2008-2011)
Nuclear Density Gauge Compaction	\$ 45.00	Day	9	\$ 405.00	
Modified Proctor Tests (AASHTO T180)	\$ 175.00	Each	0	\$ -	
Standard Proctor Tests (AASHTO T99)	\$ 170.00	Each	1	\$ 170.00	
Organic Content	\$ 105.00	Each	0	\$ -	
L.A. Abrasion	\$ 525.00	Each	0	\$ -	
Gradation (Wash)	\$ 140.00	Each	0	\$ -	
PGE Gradation (Wash)	\$ 265.00	Each	0	\$ -	
Atterberg Limits	\$ 105.00	Each	0	\$ -	
Sieve Analysis with Hydrometer Tests	\$ 155.00	Each	0	\$ -	
<b>Concrete</b>					
Compressive Strength of Test Cylinders	\$ 26.00	Each	28	\$ 728.00	
Pick up Charge	\$ 80.00	Per trip	7	\$ 560.00	
<b>Hot Mixed Asphalt</b>					
HMA Air Voids	\$ 375.00	Each	1	\$ 375.00	
Core Density	\$ 60.00	Each	8	\$ 480.00	
Extraction & Gradation	\$ 210.00	Each	1	\$ 210.00	
Gradation of stockpile/belt Aggregates	\$ 140.00	Each	1	\$ 140.00	

**Laboratory Testing Charge Totals:** 

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**\$ 3,068.00**

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**TOTALS:** 

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**\$ 5,498.00**

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**Wage Rate Ranges**

**ATTACHMENT A**  
**TRANSYSTEMS CORPORATION**  
 MIN/MAX RATE RANGES  
 CONSULTANT'S REGULAR STAFF  
 As of 11/13/09

CLASSIFICATION	2009		2010		2011	
	Min	Max	Min	Max	Min	Max
Principal-In-Charge	77.00	163.00	81.00	171.00	85.00	180.00
Senior Project Manager	52.00	129.00	55.00	135.00	58.00	142.00
Project Manager	42.00	81.00	44.00	85.00	46.00	89.00
Chief Structural Engineer	63.00	99.00	66.00	104.00	69.00	109.00
Senior Project Engineer	39.00	75.00	41.00	79.00	43.00	83.00
Architect	41.00	64.00	43.00	67.00	45.00	70.00
Senior Transportation Planner	40.00	80.00	42.00	84.00	44.00	88.00
Transportation Planner	30.00	46.00	32.00	48.00	34.00	50.00
Project Engineer	36.00	68.00	38.00	71.00	40.00	75.00
Design Engineer III	33.00	60.00	35.00	63.00	37.00	66.00
Design Engineer II	26.00	49.00	27.00	51.00	28.00	54.00
Design Engineer I	21.00	40.00	22.00	42.00	23.00	44.00
Construction Manager	52.00	81.00	55.00	85.00	58.00	89.00
Resident Engineer	37.00	81.00	39.00	85.00	41.00	89.00
Senior Resident Inspector	32.00	67.00	34.00	70.00	36.00	74.00
Resident Inspector	29.00	61.00	30.00	64.00	32.00	67.00
Assistant Resident Inspector	23.00	47.00	24.00	49.00	25.00	51.00
Construction Inspector V	46.00	72.00	48.00	76.00	50.00	80.00
Construction Inspector IV	29.00	58.00	30.00	61.00	32.00	64.00
Construction Inspector III	26.00	40.00	27.00	42.00	28.00	44.00
Construction Inspector II	23.00	35.00	24.00	37.00	25.00	39.00
Professional Land Surveyor	38.00	59.00	40.00	62.00	42.00	65.00
Survey Crew Chief	27.00	42.00	28.00	44.00	29.00	46.00
Instrument Person	27.00	42.00	28.00	44.00	29.00	46.00
Rodman	17.00	26.00	18.00	27.00	19.00	28.00
CADD Technician III	24.00	38.00	25.00	40.00	26.00	42.00
CADD Technician II	21.00	34.00	22.00	36.00	23.00	38.00
CADD Technician I	17.00	26.00	18.00	27.00	19.00	28.00
Senior Administrator	27.00	44.00	28.00	46.00	29.00	48.00
Administrative/Clerical	13.00	37.00	14.00	39.00	15.00	41.00

**IDOT Overhead Rate Letters**



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

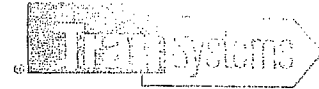
October 6, 2009

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

RECEIVED

OCT 9 2009

Mr. Charles J. Stenzel  
Transystems Corporation  
1051 Perimeter Dr.  
Suite 1025  
Schaumburg, IL 60173-



Dear Mr. Stenzel:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2008. Based on your reported transportation related staff and experience, you have been prequalified in the transportation specialization categories indicated on the attached summary. Your firm's total annual transportation fee capacity will be \$189,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 151.8% 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 December 31, 2009. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "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: TRANSYSTEMS CORPORATION

SOI CODE: TRANSY

DATE: 10/06/09

### PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	X
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	
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:	
10. RAILROAD BRIDGE:	X		

### S T U D I E S

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

### HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	
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
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### SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X
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### SPECIAL SERVICES

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

PREQUALIFIED ENVIRONMENTAL STAFF

07/31/09

FIRM TRANSYSTEMS CORPORATION

Level Requested: EIS

Level Granted: EIS

This list identifies individuals who meet the criteria for environmental lead(s) and environmental disciplines, including the level of report that each person is qualified to perform.

Only these individuals may be included in your firm's Statements of Interest for projects advertised in Professional Transportation Bulletins. Please note that key personnel changes must be reported in writing to the Consultant Unit within 15 working days of the change.

Environmental Leads:

Lead(s)	EA	EIS
1. Morsches, Richard		Morsches, Richard
2. Daniels, Susan		Daniels, Susan
3. Dysico, Grace		Dysico, Grace
4. Stenzel, Charles		
5.		
6.		

Environmental Disciplines:

Name	EA	EIS	Subconsultant
<b>Community Impacts</b>			
1. Trimarco, Gina	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Huff, Linda	<input type="checkbox"/>	<input checked="" type="checkbox"/>	HUFF & HUFF
3. Daniels, Susan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Ecology</b>			
1. Novak, James	<input type="checkbox"/>	<input checked="" type="checkbox"/>	HUFF & HUFF, INC.
2. Falkinburg, Brad	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Arp, Jennifer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Noise</b>			
1. Krause, Tim	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2. Dysico, Grace	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Cox, Craig	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Water</b>			
1. Huff, Linda	<input type="checkbox"/>	<input checked="" type="checkbox"/>	HUFF & HUFF, INC.
2. Falkinburg, Brad	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
3. Arp, Jennifer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

**Prequalified staff for Public Involvement**

Dysico, Grace  
Morsches, Richard  
Stenzel, Charles

**Prequalified staff for Technical Writing**

Dysico, Grace  
Morsches, Richard  
Stenzel, Charles



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 13, 2009

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Mr. Sudhakar Doppalapudi  
Great Lakes Soil & Env. Consult.Inc  
600 Territorial Drive  
Suite G  
Bolingbrook, IL 60440-

Dear Mr. Doppalapudi:

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending June 30, 2008. Based on your reported transportation related staff and experience, you have been prequalified in the transportation specialization categories indicated on the attached summary. Your firm's total annual transportation fee capacity will be \$10,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 171.5% 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 June 30, 2009. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "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: GREAT LAKES SOIL & ENV. CONSULT. INC

SOI CODE: GRLAKE

DATE: 02/24/09

### PLANS, SPECIFICATIONS & ESTIMATES

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

### S T U D I E S

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

### HYDRAULIC REPORTS

- |                        |                   |
|------------------------|-------------------|
| 25. WATERWAYS TYPICAL: | 27. PUMP STATION: |
| 26. WATERWAYS COMPLEX  |                   |

### LOCATION AND DESIGN STUDIES

- |                         |                             |
|-------------------------|-----------------------------|
| 28. REHABILITATION:     | 30. NEW CONST./MAJ RECONST: |
| 29. RECONST./MAJ REHAB: |                             |

### ENVIRONMENTAL STUDIES & REPORTS

- |           |             |
|-----------|-------------|
| 31. E.A.: | 32. E.I.S.: |
|-----------|-------------|

### SPECIAL DESIGN STUDIES

- |                   |                          |
|-------------------|--------------------------|
| 33. MASS TRANSIT: | 34. RAILWAY ENGINEERING: |
|-------------------|--------------------------|

### SPECIAL SERVICES

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

**Project Schedule**

## Project Schedule

**CONSULTANT:** TranSystems  
**ROUTE:** Sheridan Road - Burnham Pl. to Chicago Ave.  
**PROJECT:** M-9003 (521)  
**SECTION:** 08-00250-00-PV  
**COUNTY:** Cook  
**JOB NO.:** C-91-148-10

Date: 12/15/2009

MONTH	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	TOTAL
<b>ESTIMATED CONTRACTOR'S SCHEDULE</b>																
NO. OF WEEK DAYS	10	22	21	21	20	21	10	10	23	21	21	22	20	23	7	272
NO. OF IDOT WORKING DAYS	17	17	17	16	16	0	0	0	0	0	16	16	17	0	0	132
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DAYS	10	22	21	21	20	21	10	10	23	21	21	22	20	23	7	272
TOTAL HOURS (8 HOURS/DAY)	80	176	168	168	160	168	80	80	184	168	168	176	160	184	56	2176
<b>TASK (HOURS PER TASK)</b>																
<b>PRECONSTRUCTION</b>																
Contract Documents Review	24															24
Project Site Inspection	16															16
Meeting	12															12
Job Setup	16															16
<b>CONSTRUCTION</b>																
Shop drawing review	40															40
Layout verification	0	24	8	8	8	0	0	2	2	4	4	4	0	0	0	64
Construction Inspection	0	72	66	70	64	98	42	42	110	98	74	72	60	0	0	868
Traffic Control	0	22	21	21	20	21	10	10	23	21	21	22	20	0	0	232
Daily Documentation	0	22	21	21	20	21	10	10	23	21	21	22	20	0	0	232
Pay Estimates	0	4	4	4	4	4	4	4	4	4	4	4	4	4	0	52
Weekly Documentation	0	4	4	4	4	4	4	4	4	4	4	4	4	0	0	48
Other Agency Coordination	8	4	4	4	4	0	0	0	0	0	0	4	4	4	0	36
Contractor Coordination	10	40	40	40	40	20	10	10	20	20	40	40	40	20	0	390
Utility Coordination	8	4	4	0	0	0	0	0	0	0	0	0	0	0	0	16
QC/QA of Materials	4	4	4	4	4	0	0	0	0	0	4	8	8	0	0	40
<b>POST CONSTRUCTION</b>																
Final Documentation														160	56	216
Record Drawings														40		40
<b>ADMINISTRATION AND MANAGEMENT</b>																
Administration/Management	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	14
Quality Control and Assurance	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	28
<b>Total Hours</b>	<b>138</b>	<b>203</b>	<b>179</b>	<b>179</b>	<b>171</b>	<b>171</b>	<b>83</b>	<b>85</b>	<b>189</b>	<b>175</b>	<b>175</b>	<b>183</b>	<b>163</b>	<b>191</b>	<b>99</b>	<b>2384</b>
Vehicle Days	10	22	21	21	20	21	10	10	23	21	21	22	20	23	7	272

**Assumptions**  
8 Hour work day

**Anticipated Schedule**

Letting	June 11, 2010
Award	July 23, 2010
Begin Construction	August 2, 2010
Project Completion	July 29, 2011
Finalize Documentation	September 9, 2011

**Subconsultant Agreement**

**SUBCONTRACT AGREEMENT BETWEEN  
TRANSYSTEMS AND CONSULTANT  
FOR  
PROFESSIONAL SERVICES**

THIS SUBCONTRACT AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, 2010, by and between TranSystems Corporation ("TRANSYSTEMS") and Great Lakes Soil & Environmental Consultants, Inc. ("CONSULTANT").

WHEREAS, TRANSYSTEMS has entered into an agreement dated \_\_\_\_\_, 2010, ("Prime Agreement") with the City of Evanston ("OWNER") which provides for TRANSYSTEMS' performing professional services in connection with the project commonly known as Sheridan Road/Forest Avenue – Burnham Place to Chicago Avenue (Project") as defined in the Prime Agreement; and

WHEREAS, TRANSYSTEMS hereby engages CONSULTANT to perform certain services in connection with the Project (the "Services"); and

WHEREAS, CONSULTANT represents that it has reviewed the portions of the Prime Agreement applicable to such Services; that it is ready, willing, licensed and qualified to perform such services; that it will perform such services to TRANSYSTEMS consistent with and subject to the applicable requirements of the Prime Agreement; ;

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, TRANSYSTEMS and CONSULTANT agree as follows:

**SECTION 1  
BASIC SERVICES OF CONSULTANT**

**1.1 Basic Services.** In connection with Project, CONSULTANT shall provide the professional services described in Exhibit A, Scope of Services, for TRANSYSTEMS in all phases of the Project to which this Agreement applies. These services include professional consultation and advice to TRANSYSTEMS, and through or with the knowledge of TRANSYSTEMS, to OWNER and other concerned parties as required to be provided by TRANSYSTEMS under the Prime Agreement.

**1.2 Information.** CONSULTANT is responsible for obtaining all data and information (other than that specifically designated herein or in the Prime Agreement to be furnished by TRANSYSTEMS or OWNER) necessary for the performance of the required services.

**1.3 Communication.** CONSULTANT shall communicate with OWNER, TRANSYSTEMS' other independent professional associates and consultants, or other parties involved in the Project only through or with the knowledge of TRANSYSTEMS. All communication reasonably required for the performance of CONSULTANT'S services shall be conducted in a timely manner. Copies of all written or electronic communications between CONSULTANT and OWNER or TRANSYSTEMS' other independent professional associates and consultants or other parties involved in the Project shall be copied to TRANSYSTEMS on the same day transmittal is made to the primary recipient(s).

## SECTION 2 ADDITIONAL SERVICES OF CONSULTANT

**2.1 Additional Services.** In connection with the Project, CONSULTANT may be called upon to furnish additional services that are not included as part of the Basic Services. If authorized in writing by TRANSYSTEMS, the CONSULTANT shall perform, provide, furnish or obtain from others such requested Additional Services. Compensation to CONSULTANT for such Additional Services will be paid in accordance with Section 5 of this Agreement.

**2.2 Definition.** Additional Services shall be any service or work not included in the Basic Services and which are ordered or authorized in writing by TRANSYSTEMS. Such Additional Services may include, but are not limited to, additional field explorations, laboratory testing, analyses, consultations, review or monitoring or services provided in connection with unforeseen conditions encountered during construction such as assistance to TRANSYSTEMS in any redesign, work directive changes or change orders. Additional Services shall also include preparing to serve or serving as a consultant or witness at TRANSYSTEMS' request for TRANSYSTEMS or OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

**2.3 Payments for Additional Services.** Notwithstanding any provision in this Section, TRANSYSTEMS shall not be liable to CONSULTANT for compensation for such Additional Services for a sum greater than TRANSYSTEMS obtains from OWNER for such Additional Services, less reasonable overhead and profit to TRANSYSTEMS. Any payments to CONSULTANT shall be conditional upon prior receipt of same by TRANSYSTEMS from OWNER.

## SECTION 3 TRANSYSTEMS' RESPONSIBILITIES

TRANSYSTEMS shall do the following in a timely manner so as not to delay the services of CONSULTANT:

**3.1 Information.** Provide all information and criteria known to TRANSYSTEMS concerning the Project which TRANSYSTEMS and CONSULTANT consider pertinent to CONSULTANT's Services.

**3.2 Representative.** Designate a person to act as TRANSYSTEMS' representative who shall have the authority to transmit instructions, receive information, and render decisions with regard to CONSULTANT's Services for the Project.

**3.3 Access.** Request OWNER to arrange for CONSULTANT's access to the Project, as may be necessary for CONSULTANT to perform the Services under this Agreement.

**3.4 Notice.** Give prompt notice to CONSULTANT whenever TRANSYSTEMS observes any of CONSULTANT'S services which it deems deficient, defective, incomplete or otherwise unacceptable as well as notice of observations of any related developments that affect the Scope or timing of CONSULTANT'S services. TRANSYSTEMS shall have no obligation to inspect or investigate CONSULTANT'S services or the developments that may affect CONSULTANT'S services, however, to the extent relevant observations are actually made, prompt notice to CONSULTANT shall be given.

## SECTION 4 PERIOD OF SERVICE

**4.1 Period of Service.** CONSULTANT's obligation to render services hereunder shall extend for a period which may reasonably be required for the design and construction of the Project, including extra work and required extensions thereto. If a fixed date for completion of Services is set forth in Exhibit A, Scope of Services, CONSULTANT shall complete the Services by such date.

**4.2 Timely Performance.** CONSULTANT recognizes that the services of TRANSYSTEMS and others involved in the Project are dependent upon the timely performance of the Services under this Agreement. Unless otherwise provided in Exhibit A, Scope of Services, or elsewhere in this Agreement, CONSULTANT shall perform such Services in the same character, timing and sequence as TRANSYSTEMS is required to perform services under the Prime Agreement. If in Exhibit A, Scope of Services, specific periods of time for rendering Services are set forth or specific dates by which Services are to be completed are provided, and if such time periods or dates are exceeded through no fault of CONSULTANT, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment. CONSULTANT's failure to perform in a timely manner shall be considered a material breach of this Agreement.

**4.3 Tests.** The field explorations, tests and analyses, if any, will be completed and the Report, if any, shall be submitted within the period stipulated in Exhibit A.

**4.4 Time Adjustment.** If OWNER or TRANSYSTEMS suspends services, requests significant modifications or changes in the extent of the Project, authorizes Additional Services, or if progress is delayed through no fault of CONSULTANT, the time of performance of CONSULTANT's Services shall be adjusted appropriately.

**4.5 Delay.** If CONSULTANT's performance under this Agreement is delayed or suspended in whole or in part by OWNER or TRANSYSTEMS for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to TRANSYSTEMS be reimbursed as provided in Section 5. If such delay or suspension extends for more than one year for reasons beyond CONSULTANT's control, or if CONSULTANT for any reason is required to render services more than one year after Substantial Completion of the Services of this Agreement, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment. However, if CONSULTANT's performance under this Agreement is delayed by OWNER, and not by TRANSYSTEMS, the CONSULTANT shall, on written demand to TRANSYSTEMS, be reimbursed only to the extent TRANSYSTEMS receives reimbursement from OWNER less reasonable overhead and profit of TRANSYSTEMS.

## SECTION 5 PAYMENTS TO CONSULTANT

### **5.1 Methods of Payment for Services of CONSULTANT.**

**RETAINAGE:** All payments to CONSULTANT shall be subject to the same retainage requirements (if any) to which TRANSYSTEMS is subject under its agreement with owner.

**5.1.1 For Basic Services.** TRANSYSTEMS shall pay CONSULTANT for all Basic Services rendered under Section 1 (and as may be amended) as follows:

In accordance with the schedules of personnel and equipment charges shown in Exhibit B, Schedule of Fees and Rates, hereto attached and incorporated herein by this reference.

**5.1.2 For Additional Services.** Subject to the limitation set forth in Section 2.3, TRANSYSTEMS shall pay CONSULTANT for Additional Services rendered under Section 2 as follows:

**5.1.2.1 General.** For additional Services of CONSULTANT's principals and employees engaged directly on the Project and rendered pursuant to Section 2 on the basis of the schedules of personnel and equipment charges shown in Exhibit B.

**5.1.2.2 Serving as a Witness.** For services rendered by CONSULTANT's principals and employees as expert consultants or as expert witnesses at the request of TRANSYSTEMS, in any litigation, arbitration or other legal or administrative proceeding as provided in Section 2, on the basis of the schedules of personnel charges shown in Exhibit B.

**5.1.3 Reimbursable Expenses.** In addition to the payments provided for in paragraphs 5.1.2.1 and 5.1.2.2, TRANSYSTEMS shall pay CONSULTANT the actual costs (except where specifically provided otherwise) of all Reimbursable Expenses incurred in connection with all Basic Services and Additional Services.

**5.1.4 Definitions.**

**5.1.4.1 "Direct Labor Costs"** used as a basis for payment shall mean salaries and wages (basic and incentive) paid to all CONSULTANT's personnel engaged directly on the Project, including, but not limited to, engineers, geologists, drillers, laboratory technicians, other technical and business personnel; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals of CONSULTANT and their current hourly Direct Labor Costs are:

**[Provide Detail on Direct Labor Costs or Reference Scope of Services – Exhibit A]**

The hourly Direct Labor Costs of principals and employees of CONSULTANT will be annually adjusted equitably to reflect changes in personnel and in CONSULTANT's overall compensation procedures and practices.

**5.1.4.2 "Reimbursable Expenses"** shall mean the actual expenses incurred by CONSULTANT (without markup) directly in connection with the performance of the Services under this Agreement, such as expenses for: subsistence and transportation authorized in advance by TRANSYSTEMS; providing and maintaining field office and field laboratory facilities including furnishings, laboratory equipment and supplies, and utilities; toll telephone calls and telegrams; reproduction of reports; Drawings, Specifications, Bidding Documents and similar Project-related items in addition to those required under Section 1; and if authorized in advance by TRANSYSTEMS, overtime work requiring higher than regular rates. In addition, if authorized in advance by TRANSYSTEMS, Reimbursable Expenses will also include expenses incurred for computer time and other highly specialized equipment, including an appropriate charge for previously established programs and expenses of photographic production techniques.

**5.2 Times of Payments.**

**5.2.1 Monthly Invoices.** Unless otherwise provided in this Agreement, CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The monthly statements shall be submitted no later than the tenth (10th) day of the following month. The statements will be based upon the total services actually completed and Reimbursable Expenses incurred at the time of billing. If TRANSYSTEMS objects to any statement submitted, TRANSYSTEMS shall so advise CONSULTANT in writing giving reasons therefor.

**5.2.2 Condition Precedent.** TRANSYSTEMS shall bill OWNER monthly on account of CONSULTANT's services and expenses and shall pay CONSULTANT within fourteen days of the time TRANSYSTEMS received payment from OWNER on account thereof. CONSULTANT agrees that TRANSYSTEMS' receipt of payment from OWNER shall be a condition precedent before payment will be made to CONSULTANT. It is intended that payments to CONSULTANT will be made as TRANSYSTEMS is paid by OWNER under the Prime Agreement and that TRANSYSTEMS shall exert reasonable and diligent efforts to collect prompt payment from OWNER.

**5.2.3 Supporting Data.** All monthly billings shall contain supporting data as may be required by TRANSYSTEMS or the Prime Agreement, such as lien releases and waivers as may be executed by CONSULTANT and any sub-consultant and invoices of sub-consultant.

### **5.3 Other Provisions Concerning Payments.**

**5.3.1 Termination Period.** If this Agreement is terminated prior to the completion of Basic Services and TRANSYSTEMS has received an acceptable billing statement from CONSULTANT (as provided in paragraph 5.2.1), CONSULTANT will be paid on the basis shown in Exhibit B for all unpaid Basic and Additional Services performed to the date of termination and for completion of analyses, records and written report as provided in paragraph 6.3, plus all unpaid Reimbursable Expenses incurred to the date of termination. CONSULTANT agrees that TRANSYSTEMS' receipt of payment from OWNER shall be a condition precedent before any payment pursuant to this Section 5.3.1 will be made to CONSULTANT.

**5.3.2 Cost Factors.** Whenever a factor is applied to Direct Labor Costs in determining compensation payable to CONSULTANT, that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by CONSULTANT and consistent with CONSULTANT's overall compensation practice and procedures.

## **SECTION 6 GENERAL CONSIDERATIONS**

**6.1 Controlling Law.** This Agreement is to be governed by the laws of the State of Missouri.

**6.2 Termination.**

**6.2.1** The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

**6.2.2** This Agreement will terminate automatically upon termination of the Prime Agreement. TRANSYSTEMS will notify CONSULTANT promptly of such termination.

**6.2.3** Notwithstanding any other provisions herein, TRANSYSTEMS may terminate or suspend performance of this Agreement for TRANSYSTEMS' convenience upon written notice to CONSULTANT. Upon receipt of notice, CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to TRANSYSTEMS and may submit a statement to TRANSYSTEMS for services performed and reasonable termination or suspension expenses. Any payments to CONSULTANT shall be conditional upon prior receipt of same by TRANSYSTEMS from OWNER.

**6.3 Completion of Records.** In the event of termination by either party prior to completion of Basic Services, CONSULTANT shall complete such analyses and records as are necessary to complete CONSULTANT's files and present to TRANSYSTEMS a written report on the services performed to the date of notice of termination.

**6.4 Retention of Records.** CONSULTANT shall retain all boring logs, field data, laboratory test data, calculations, notes and other records (except cost records) related to the Project in legible form for a period of seven years following the completion or termination of services under this Agreement. Copies of such records will be made available to OWNER or TRANSYSTEMS upon request at the cost of reproduction.

**6.5 Fiscal Records.** Fiscal records of CONSULTANT's costs and expenses pertaining to the Project will be kept on a generally recognized accounting basis and made available on TRANSYSTEMS' request for examination and audit, and as required by the Prime Agreement.

**6.6 Ownership of Documents.** All documents, including but not limited to, drawings, specifications, software, and reports prepared by CONSULTANT for the Project pursuant to this Agreement, shall be owned and be the property of TRANSYSTEMS.

**6.7 Opinions of Cost.** Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, any opinions of probable construction cost presented by CONSULTANT, or comments on opinions of probable construction cost or estimates of others, are to be made on the basis of CONSULTANT's experience as a qualified professional engineer familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinion of probable cost presented.

**6.8 Insurance.**

**6.8.1 Insurance Coverage.** CONSULTANT shall maintain throughout the duration of this Agreement insurance of the following types and minimum amounts:

- (a) Worker's Compensation and Employer's Liability
  - Worker's Compensation     Statutory
  - Employer's Liability         \$500,000/\$500,000/\$500,000
- (b) Commercial Automobile Liability  
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Commercial General Liability
  - \$1,000,000 - per occurrence
  - \$2,000,000 - annual aggregate
  - \$2,000,000 -product / completed operations per occurrence
  - \$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
  - \$1,000,000 -per occurrence
  - \$1,000,000 - annual aggregate

- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$1,000,000 annual aggregate
- (f) If Geotechnical services are being provided by Consultant under this Agreement, Consultant shall provide Contractors Pollution Liability coverage in an amount not less than \$1,000,000 per claim and annual aggregate.
- (g) If aerial mapping or surveying services are being provided by CONSULTANT under this Agreement, CONSULTANT shall provide Aircraft Hull and liability coverage if they own their aircraft or Non-owned Aircraft liability coverage if they subcontract for aircraft services. In either case the coverage amount shall not be less than \$2,000,000 per claim and annual amount.
- (h) If underwater inspection services are being provided by CONSULTANT under this Agreement, CONSULTANT shall provide \$2,000,000 combined limits for Excess/Umbrella coverage. In addition, the Workers Compensation coverage shall contain a Waiver of Subrogation and have U.S. Longshoreman's & Harbor Worker's and Jones Act endorsements.

The coverage amounts for the insurance required under parts (a), (b), (c) and (g) above may be achieved by a combination of primary and excess coverages. The insurance described above are the minimums that must be carried by CONSULTANT and if different or additional types or amounts of insurance are required of TRANSYSTEMS or of its subcontractors or consultants under the Prime Agreement, then Consultant shall maintain such additional amounts and types of insurance as are required under the Prime Agreement. In the event claims of any nature or kind whatsoever against the CONSULTANT or those for whom CONSULTANT is legally responsible result in the reduction in the types and/or minimum amounts of insurance required to be available hereunder, CONSULTANT shall take whatever action is necessary to obtain such additional types or minimum amounts of insurance as are necessary to maintain at all times as required herein the minimum amounts of coverage set forth hereinabove.

**6.8.2 Certificates of Insurance.** CONSULTANT shall provide TRANSYSTEMS with certificates of insurance reflecting that CONSULTANT has obtained the coverage required by this Agreement and the Prime Agreement. Further, such coverage and certificates of insurance shall identify TRANSYSTEMS and OWNER as an Additional Insured with respect to auto liability and general liability insurance, and if provided, with respect to the contractor's pollution liability and non-owned aircraft liability insurance. The Certificates of Insurance shall reflect that there will be no cancellation or nonrenewal of CONSULTANT's insurance without at least 30 days written notice to TRANSYSTEMS and OWNER. In the event CONSULTANT subcontracts for aerial services, the second tier subcontractor shall provide TRANSYSTEMS with certificates of insurance reflecting the same coverage and additional insured status required of the CONSULTANT.

**6.8.3 Insurance of Subcontractors.** CONSULTANT will also cause other independent professional associates and consultants retained by CONSULTANT for the Project to procure and maintain comparable insurance coverage of the types and amounts required herein.

**6.9 Standard of Care.** CONSULTANT shall perform the services under this Agreement with the care and skill required of TRANSYSTEMS under the Prime Agreement (a copy of which Consultant has received) or the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or

a similar locality, whichever is greater. TRANSYSTEMS and CONSULTANT agree that subsurface conditions may vary from those encountered in borings, surveys or explorations, and that conclusions must be based upon such information as is available. However, CONSULTANT shall be liable for the results of professional errors, omissions or negligence of CONSULTANT in the performance of services under this Agreement.

**6.10 Indemnity.** CONSULTANT shall indemnify, defend and hold harmless TRANSYSTEMS and OWNER from and against all losses, claims, damages, or expenses to the extent such losses, claims, damages, or expenses are caused or alleged to be caused by any negligent act, error, or omission of CONSULTANT or any person or organization for whom CONSULTANT is legally liable, including but not limited to, sub-consultants, employees, agents, or representatives.

**6.11 Independent Contractors.** CONSULTANT is an independent contractor for purposes of its performance on the Project. TRANSYSTEMS shall be the general administrator and coordinator of CONSULTANT's Services and shall facilitate the exchange of information among the independent consultants employed by TRANSYSTEMS as necessary for the coordination of their Services.

**6.12 Confidentiality.** CONSULTANT shall consider all information provided by TRANSYSTEMS and OWNER and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the CONSULTANT's performance of the Services to be proprietary. CONSULTANT shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of TRANSYSTEMS. The preceding restriction shall not apply to information which is in the public domain, was previously known to CONSULTANT, was acquired by CONSULTANT from others who have no confidential relationship to TRANSYSTEMS with respect to same, or which, through no fault of CONSULTANT, comes into the public domain. CONSULTANT shall not be restricted in any way from releasing information, including proprietary information, in response to a subpoena, court order, or other legal process. CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify TRANSYSTEMS in writing of the demand for information before CONSULTANT responds to such demand. TRANSYSTEMS may, at its sole discretion, seek to quash such demand.

**6.13 Waiver.** A waiver by either TRANSYSTEMS or CONSULTANT of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**6.14 Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. TRANSYSTEMS and CONSULTANT further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**6.15 Changes.** It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that TRANSYSTEMS may initiate deletions, modifications, or changes to the Services by advising CONSULTANT, in writing, of the change believed to be necessary--at the sole discretion of TRANSYSTEMS. As soon thereafter as practicable, CONSULTANT shall prepare a cost estimate of the change and shall inform TRANSYSTEMS of the adjustment in the compensation due CONSULTANT under Section 5 hereof and/or the date of completion as may be provided in this Agreement. TRANSYSTEMS shall then advise CONSULTANT, in writing, of its approval or disapproval of the change. If TRANSYSTEMS approves the change, a written Contract Amendment shall be executed by both parties and CONSULTANT shall perform the Services as changed and the adjustment in CONSULTANT's compensation and/or completion date shall be set forth in the executed Contract Amendment. CONSULTANT acknowledges and agrees that TRANSYSTEMS shall not be liable to CONSULTANT for a sum greater than TRANSYSTEMS obtains from OWNER for such changes, less reasonable overhead and profit to TRANSYSTEMS. Any payments to CONSULTANT for such changes shall be conditioned upon a prior recovery therefor by TRANSYSTEMS from OWNER. If there is a dispute as to such changes, deductions, alterations or extra or additional work, then CONSULTANT shall proceed with such work or services as directed by TRANSYSTEMS and proceed simultaneously in accordance with the Disputes provision herein.

**6.16 Disputes.** In the event a dispute arises between TRANSYSTEMS and CONSULTANT regarding the application or interpretation of any provision of this Agreement, or quality of Services by CONSULTANT, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees and the parties shall share equally in the cost of the mediator. In the event the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Missouri and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Jackson County, Missouri, or the United States District Court for the Western District of Missouri.

**6.17 Subcontractors/Sub-Consultants.** CONSULTANT shall not employ independent consultants, associates, subcontractors or sub-consultants to assist in the performance of CONSULTANT's Services without the prior written consent of TRANSYSTEMS. Such prior written consent shall not be unreasonably withheld by TRANSYSTEMS.

**6.18 Assignments.** CONSULTANT shall not assign any rights or duties under this Agreement without the prior written consent of TRANSYSTEMS. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the CONSULTANT from any obligation under this Agreement.

**6.19 Successors and Assigns.** TRANSYSTEMS and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all provisions of this Agreement.

**6.20 Compliance with Laws.** In performance of the Services, CONSULTANT shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, and standards. CONSULTANT shall procure the permits, certificates, and licenses necessary to allow CONSULTANT to perform the Services. CONSULTANT shall not be responsible for procuring permits, certificates, and licenses required for any construction services unless such responsibilities are specifically assigned to CONSULTANT in Exhibit A, Scope of Services.

**SECTION 7  
SPECIAL PROVISION, EXHIBITS AND SCHEDULES**

7.1 The following exhibits and schedules are attached to and made a part of this Agreement:

- Exhibit A - Scope of Services
- Exhibit B - Schedule of Fees and Rates

7.2 This Agreement together with the exhibits and schedules identified above constitute the entire agreement between TRANSYSTEMS and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

TranSystems

Great Lakes Soil & Environmental Consultants, Inc.

By:

By:

Printed Name:

Printed Name:

Title:

Title:

Address for Giving Notices:  
1051 Perimeter Drive, Suite 1025  
Schaumburg, IL 60173

Address for Giving Notices:

EXHIBIT "A"  
Scope of Services

**EXHIBIT "B"**  
**Schedule of Fees and Rates**