

34-R-10

A RESOLUTION

**Authorizing the City Manager to Sign the
*IDOT Local Agency Agreement for Federal Participation for
Phase II Design Engineering Services with Stanley Consultants Inc. to
Modernize Traffic Signals along Sheridan Road
from Chicago Avenue to Central Street***

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 and Stanley Consultants Inc. are desirous of entering into an *IDOT Local Agency Agreement for Federal Participation* for phase II design engineering services on Sheridan Road, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, said phase II design engineering services include modernize traffic signals and signal interconnect at the five Sheridan Road intersections of Chicago Avenue, Foster Street, Noyes Street, Lincoln Street, and Central Street within the City of Evanston; 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 Stanley Consultants Inc.

**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 *IDOT*

Local Agency Agreement for Federal Participation with Stanley Consultants Inc.,
attached hereto as Exhibit A.

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 34-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 Deputy Clerk

Adopted: May 24, 2010

EXHIBIT A

**IDOT Local Agency Agreement for Federal Participation with
Stanley Consultants Inc.**

Local Agency City of Evanston	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	Consultant Stanley Consultants, Inc.
County Cook			Address 8501 W Higgins Rd, Suite 730
Section 10-00258-00-TL			City Chicago
Project No. M-9003(589)			State IL
Job No. 91-410-10			Zip Code 60631
Contact Name/Phone/E-mail Address Sat Nagar, P.E. (847) 866-2964 snagar@cityofevanston.org			Contact Name/Phone/E-mail Address Sagar Sonar (773) 693-7690 sonarsagar@stanleygr

THIS AGREEMENT is made and entered into this May day of 24, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. 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.

Project Description

Name Sheridan Road Signal Interconnect Route SheridanRd Length 1.5 mile Structure No. NA
Termini South Boulevard to Central Street

Description The project involves installation of new traffic signals and signal interconnect at the nine Sheridan Road intersections of South Boulevard, Main Street, Burnham Place, Dempster Street, Chicago Ave, Foster St, Noyes St, Lincoln St and Central St.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 270 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee 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 _____

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

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum 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.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

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

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Stanley Consultants, Inc.	42-1320758	\$147,968.25
Sub-Consultants:	TIN Number	Agreement Amount
Infrastructure Engineering, Inc.	36-3527342	\$30,350.01
Metro Transportation Group, Inc.	36-3075322	\$23,425.00
Brown Traffic Products, Inc.	36-2656899	\$920.00
	Sub-Consultant Total:	54,322.33
	Prime Consultant Total:	147,968.25
	Total for all Work:	202,290.58

Executed by the LA:

City of Evanston

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Stanley Consultants, Inc.

By: _____
Title: Vice President

By: _____
Title: Project Principal

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Stanley Consultants, Inc.
PRIME/SUPPLEMENT _____

DATE 05/14/10
PTB NO. _____

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

OVERHEAD RATE 151.32%
COMPLEXITY FACTOR _____
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2010 - 4/1/2011
9 ----- 14

4/2/2011 - 9/1/2011
5 ----- 14

= 64.29%
= 1.0107

36.79%

1.07%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Stanley Consultants, Inc.

DATE 05/14/10

ESCALATION FACTOR 1.07%

CLASSIFICATION	NAME	CURRENT RATE	CALCULATED RATE
Project Principal	Robert Lewis	\$58.40	\$59.03
Senior Traffic Engineer	Rob Koss	\$63.00	\$63.68
Project Manager	Sagar Sonar	\$46.85	\$47.35
Traffic Engineer	Brian Scifers	\$50.50	\$51.04
Design Engineer	Mark Ward	\$27.60	\$27.90
CAD Tech	Dwayne Jackson	\$27.60	\$27.90
Resident Engineer	Joseph Hunn	\$37.85	\$38.26
Surveyor	Steve Haller	\$30.15	\$30.47

IN-HOUSE DIRECT COST COST ESTIMATE OF CONSULTANT SERVICES

FIRM	<u>Stanley Consultants, Inc.</u>	DATE	<u>05/14/10</u>
PSB	_____	OVERHEAD RATE	<u>1.51</u>
PRIME/SUPPLIER	_____	COMPLEXITY FACTOR	<u>0</u>

PROJECT MANAGEMENT AND COORDINATION **\$185** **Total**

Mileage

Meetings	Miles	\$/mile		Total \$
10	30	0.5		150

Prints

Meetings	Pages	Copies	\$/page	Total \$
10	5	7	0.1	35

DATA COLLECTION **\$60** **Total**

Mileage

Trips	Miles	\$/mile		Total \$
3	40	0.5		60

SITE ASSESSMENT AND TECHNOLOGY SELECTION **\$20** **Total**

Mileage

Trips	Miles	\$/mile		Total \$
1	40	0.5		20

CONTRACT DOCUMENTS **\$2,835** **Total**

Sheets 11x17	Copies	Submittals	\$/page	Total \$
79	12	3	0.13	369.72

Sheets 22x34	Copies	Submittals	\$/page	Total \$
79	12	3	0.5	1422

Spec Pages	Copies	Submittals	\$/page	Total \$
180	12	3	0.1	648

Mylars

Sheets 22x34	Copies	Submittals	\$/page	Total \$
79	1	1	5	395

PUBLIC MEETING **\$575** **Total**

Mileage

Meetings	Miles	\$/mile		Total \$
3	40	0.5		60

Boards	Copies	Meetings	\$/Board	Total \$
5	1	3	1	15

Invites		Meetings	\$/Invite	Total \$
500		2	0.5	500

Total **\$3,675**

ATTACHMENT A

CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

This Agreement is for the provision of all Services necessary to the City of Evanston, made this May 24, 2010, 200_, by and between the City of Evanston, located at 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and Stanley Consultants, Inc. ("Consultant").

In consideration of the mutual covenants herein contained, Consultant agrees to perform the Services hereinafter described, and City agrees to pay the amounts hereinafter described, all on the terms and conditions hereinafter set forth.

I. COMMENCEMENT DATE

Consultant shall commence the Services on the date provided in Addendum A. If Addendum A does not provide any specific commencement date, Consultant shall commence the Services no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by the date set forth on Addendum A. If Addendum A does not provide any specific completion date, Consultant shall perform the Services diligently and continuously with an adequate number of qualified employees to ensure completion as soon as reasonably possible.

III. PAYMENTS

City shall pay Consultant those fees set forth on Addendum A. Payment shall be made upon the completion of each task for a project, as set forth in City's Request

for Proposal No. # (Exhibit A). Any expenses in addition to those set forth on Addendum A must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth in Addendum A. Services are those as defined in the City's Request for Proposal No. # (Exhibit A), and Consultant's Proposal (Exhibit B).

V. *GENERAL PROVISIONS*

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

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the services, and (3) Consultant and its employees performing the Services have had substantial experience performing comparable services for other parties during the past five (5) consecutive years.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for services performed prior to termination.

D. Independent Contractor.

(1) Consultant's status shall be that of an independent contractor and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. (2) Consultant shall at its own expense comply with all applicable workmen's compensation, unemployment insurance,

employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

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

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

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment (together with interest at the lesser of 18% or per annum or the highest rate permitted by applicable law), and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Contractor must defend, indemnify, keep and hold harmless the City of Evanston, its officers, representatives, elected and appointed officials, agents and employees from and against ~~any and all losses, including those related to~~ performance of the services or breach of the agreement including:

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including patent, trademark or copyright);
3. failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor;
4. the City's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

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

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

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractors performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this

Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall provide City with certificates of insurance and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

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

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

N. Compliance with Applicable Statues, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statues, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary in Addendum A.

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

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

Q. Attorney's Fees. In the event that any action, suit, or other proceeding is instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover from the unsuccessful party as part of the judgment all of such party's attorneys' fees incurred in each and every such action, suit, or other proceeding.

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

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

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois.

U. Limitation of Liability. No individual of City shall have any personal liability in connection with this agreement. Consultant shall look solely to the assets of City for the satisfaction of any judgment in connection herewith.

V. Time. All time limits provided in this Agreement and any Addenda or Exhibits hereto are of the essence of this Agreement.

W. **Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder.

VI. INTEGRATION

This Agreement, together with Addendum A, Exhibit A through Exhibit B constitute the entire agreement between the parties and supersedes all previous written or oral agreements, if any, relative to the subject matter hereof. In the event of any inconsistency between this Agreement, the Addenda, and any Exhibits, this Agreement shall control over the Addenda and Exhibits. In the event of inconsistency among Addenda or Exhibits, the more detailed Addenda or Exhibit shall control. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to a signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and other Addenda and Exhibits hereto shall be part hereof.

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

CONSULTANT:

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

By _____

By: _____

Its: Vice President

Its: _____

FEIN Number: 42-1320758

Date: _____

Date: May 24, 2010

Attest: _____

**ADDENDUM
A**

This ADDENDUM A to that certain Consulting Agreement dated May 24, 2010 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and Stanley Consultants, Inc. ("Consultant") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES:

As defined in RFP # 10-91 and Consultants Proposal Dated: May 24, 2010

DISCLOSURE OF OWNERSHIP INTERESTS

City of Evanston Ordinance 15-0-78 requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: Stanley Consultants, Inc.

APPLICANT ADDRESS: 8501 W. Higgins, Suite 760, Chicago, IL 60631

TELEPHONE NUMBER: 773.693.9624

FAX NUMBER: 773.693.7690

APPLICANT is (Check One)

1. Corporation 2. Partnership 3. Sole Owner
 4. Association 5. Other _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

See Attached

1b. (Answer only if corporation has 33 or more shareholders.) Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

N/A

1c. (Answer only if corporation has fewer than 33 shareholders.) Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations

which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

N/A

SECTION 2 - PARTNERSHIP/ASSOCIATION/JOINT VENTURE

- 2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

N/A

- 2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

N/A

SECTION 3 - TRUSTS

- 3a. Trust number and institution.

N/A

- 3b. Name and address of trustee or estate administrator.

N/A

- 3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

N/A

SECTION 4 - ALL APPLICANTS - ADDITIONAL DISCLOSURE

- 4a. Specify which, if any, interests disclosed in Section 1,2, or 3 are being held by an agent or nominee, and give the name and address of principal.

S.C. Companies, Inc.

- 4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

See Attached

- 4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

N/A

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST:

Notary Public (Seal)

Stanley Consultants, Inc.

DIRECTORS

Steven J. Allchin, 2861 Rolling Meadow Lane, Muscatine, IA 52761

James A. Hollatz, 2262 Ridgeview Drive, Muscatine, IA 52761

Bennett D. Reischauer, 1610 Mulberry, Muscatine, IA 52761

Gayle A. Roberts, 6914 Nottingham, Bettendorf, IA 52722

Ronald J. Schulte, 2667 Aunt Polly Lane, Muscatine, IA 52761

Richard C. Smith, 101 Sterling Woods Court, Muscatine, IA 52761

Richard H. Stanley, 516 Hogan Court, Muscatine, IA 52761

Dale R. Sweere, 2670 Tom Sawyer Road, Muscatine, IA 52761

Gregg G. Thomopoulos, 75 Shagbark Court, Iowa City, IA 52246

OFFICERS

Chair: Gregs G. Thomopulos, 75 Shagbark Court, Iowa City, IA 52246

Chair Emeritus: Richard H. Stanley, 516 Hogan Court, Muscatine, IA 52761

President: Gayle A. Roberts, 6914 Nottingham, Bettendorf, IA 52722

Sr. Vice Presidents: Steven J. Allchin, 2861 Rolling Meadow Lane, Muscatine, IA 52761
James A. Hollatz, 2262 Ridgeview Drive, Muscatine, IA 52761
Michael E. Hünzinger, 7054 East Bobwhite Way, Scottsdale, AZ 85262
L. Lynn Pruitt, 606 Broadway, Nichols, IA 52766
Bennett D. Reischauer, 1610 Mulberry, Muscatine, IA 52761
Steven J. Schebler, 7011 Holdorf Dr., Blue Grass, IA 52726
Richard C. Smith 101 Sterling Woods Court, Muscatine, IA 52761

Vice Presidents: Kevin W. Cavanaugh, 6912 S. Miller Street, Littleton, CO 80127
Michael R. Chase, 16413 N. 11th Place, Phoenix, AZ 85022
Robert T. Damell, 18005 45th Avenue North, Plymouth, MN 55446
Tshaka E. Dennis, 1468 Artimino Lane, Boynton Beach, FL 33410-6102
Marc A. Elliott, 209 Normandy Court, Muscatine, IA 52761
Robert E. Farrar, 20158 East Aintree Ct., Parker, CO 80138
Michael D. Flattery, 288 62nd Ct., West Des Moines, IA 50266
Gary W. Foster, PO Box 1211, Muscatine, IA 52761
Mark I. Freeman, 2086 East 4425 South, Salt Lake City, UT 84124
Gregory P. Gesicki, 21798 N. Ingram Court, Maricopa, AZ 85239
David W. Grounds, 6302 N. San Andros, West Palm Beach, FL 33411
Mark A. Henthorn, 801 West Third Street, Muscatine, IA 52761
Robert E. Jacobs, 3284 West Iron Gate Rd., South Jordan, UT 84095
J. Craig Johnson, 3040 Holly Lane North, Plymouth, MN 55447
Larry R. Johnson, 9313 S. Lark Sparrow Drive, Highlands Ranch, CO 80126
James L. Kill, 2200 Mulberry, Muscatine, IA 52761
Robert M. Koss, 627 Commons Road, Naperville, IL 60563
William A. Liegois, 512 Hogan Court, Muscatine, IA 52761
Ian J. McAlister, 1123 Hampton Court, Iowa City, IA 52240
Michael J. McKenna, 2668 Becky Thatcher Rd, Muscatine, IA 52761
Thomas J. Morgan, 13404 Athens Trail, Austin, TX 78729
Patrick E. Mullin, 2922 Mulberry, Muscatine, IA 52761
W. Todd Nicoll, 9529 S. Bellmore Lane, Highlands Ranch, CO 80126
P. Russell Price, 2635 Seven Oaks Park, Muscatine, IA 52761
Robert J. Rusch, 2674 Tom Sawyer Road, Muscatine, IA 52761
Ronald J. Schulte, 2667 Aunt Polly Lane, Muscatine, IA 52761
Larry A. Shell, 2199 North Hill Rd., Muscatine, IA 52761
Samuel D. Stone, 8766 Jefferson Drive, Eagle Mountain, UT 84005
Dale R. Sweere, 2670 Tom Sawyer Road, Muscatine, IA 52761
W. Scott Wonders, 883 N. Windham Place, Eagle, ID 83616
Bruce H. Worthington, 8131 W. Catherine, Chicago, IL 60656
Robert D. Zicafoose, 14414 E. Sweetwater Ave., Scottsdale, AZ 85259

Asst. Vice President,
Architecture (IA): Debashis Sarkar, 2648 Quail Run, Muscatine, IA 52761

Asst. Vice President,
Real Estate Services (IA): Craig F. Reischauer, 108 West 5th, Muscatine, IA 52761

Asst. Vice President,
Structural (AZ): Dan R. Shiosaka, 7002 West Tonto Drive, Glendale, AZ 85308-5534

Secretary: Nancy D. Elliott, 209 Normandy Court, Muscatine, IA 52761

Asst. Secretaries: Henry F. Marquard, 108 Eagle Watch Road, Muscatine, IA 52761
Karen L. McDaniel, 702 Barry Street, Muscatine, IA 52761

Treasurer: Richard C. Smith, 101 Sterling Woods Court, Muscatine, IA 52761

Asst. Treasurer: Steven J. Allchin, 2861 Rolling Meadow Lane, Muscatine, IA 52761
William C. Harper, 2232 Hickory Hills Road, Muscatine, IA 52761

Disclosure of Ownership Interest

The completed form follows this section.

PERCENT OF OWNERSHIP
SC COMPANIES, INC.
May 2010

NAME & ADDRESS	PERCENTAGE OVER 3%
Stanley Member Stock Bonus Plan Stanley Building 225 Iowa Avenue Muscatine, IA 52761	18.6%
Gregs G. Thomopulos 75 Shagbark Court Iowa City, IA 52246	7.86%
Richard H. Stanley 516 Hogan Court Muscatine, IA 52761	4.67%
James A. Hollatz 2262 Ridgeview Drive Muscatine, IA 52761	4.86%
Bennett D. Reischauer 1610 Mulberry Ave. Muscatine, IA 52761	4.13%
Richard W. Mettee 3807 East Morning Dove Trail Phoenix, AZ 85050	3.02%

Scope of Services

Project Understanding

The overall scope of the project consists of traffic signal equipment replacement and signal interconnect at existing signalized intersections along Sheridan Road. The project includes the following key tasks:

1. Conduct a review of available traffic signal technologies that will improve traffic management and increase pedestrian safety at the signalized intersections. A technical memorandum will be prepared to summarize the findings and recommendations. The recommended technologies will be implemented at the intersections as approved by the City.
2. Prepare contract documents for traffic signal modernization and signal interconnect at the intersections shown below.
3. Present project and proposed improvements at two public meetings.
4. After construction, Signal Coordination and Timing (SCAT) optimization services will be provided by Metro Transportation Group for intersections shown below.

The overall project will be divided in three separate sets of contract documents for corridors as shown below:

- Corridor 1. Sheridan Road at South Boulevard and Main Street (2 intersections)
- Corridor 2. Sheridan Road at Burnham Place and Dempster Street (2 intersections)
- Corridor 3. Sheridan Road at Chicago Avenue, Foster Street, Noyes Street, Lincoln Street, and Central Street (5 intersections)

The tasks for the individual corridor are summarized in Table 1 below.

Table 1 – Task Summary

Corridor (Intersections)	Traffic Signals	Interconnect	SCAT	Public Meeting
1–South Blvd and Main St (2)	Yes			
2–Burnham Pl and Dempster St (2)	Yes			
3–Chicago Ave, Foster St, Noyes St, Lincoln St, Central St (5)	Yes	Yes	Yes	Yes

The approved Phase I geometry and intersection improvements will be used for the proposed signal placement. Phase I design files will be provided by the City of Evanston for use in plan preparation. Stanley Consultants will prepare plans, specifications, and estimates for the proposed improvements. The proposed scope does not include any bidding assistance and construction engineering services. We offer the following detailed scope of engineering services.

Scope of Services

Scope of Work

We offer the following scope of services.

1. Project Management and Coordination

- a) Attend Kick-off meeting with IDOT and City of Evanston.
- b) Attend meeting with IDOT, Bureau of Traffic to present 80 percent contract documents. The project goals, constraints, and variances will be discussed.
- c) Attend six coordination meetings with the City to discuss project progress, present proposed improvements, and discuss review comments.
- d) Attend meeting with ComEd to discuss location of electric service.
- e) Coordinate project with utility agencies.
- f) Manage budget, schedule, and process invoices during the length of the project.

2. Data Collection

- a) Obtain from City Phase I files in Microstation format including topographic survey, Right-of-Way, proposed geometry, and pavement markings.
- b) Conduct pick-up survey as necessary. The topographic survey conducted during the Phase I will be obtained and reviewed to identify additional survey needs. A total of four days (64 hours) of survey time is assumed for this purpose. IEI will conduct the topographic survey and Stanley Consultants will process the survey data. The pick-up survey will be merged with the Phase I survey data.
- c) Obtain existing traffic signal plans from the City / IDOT.
- d) Obtain public (from City) and private utility atlases.
- e) Conduct field visit to verify topographic survey, review intersection constraints, identify potential conflicts, and prepare photolog.

3. Technology Review

- a) Review available traffic signal technologies and prepare technical memorandum for City review. The review will identify benefits, limitations, costs, and implementation examples. The following technologies will be reviewed:
 - i. Radio Interconnect in lieu of fiberoptic interconnect
 - ii. Video detection in lieu of loop detectors
 - iii. Automated pedestrian detection in lieu of push buttons
 - iv. Accessible pedestrian signals in addition to countdown signals
 - v. LED street name signs in lieu of traditional metal signs

4. Site Assessment and Identify Improvements

- a) The viability of radio interconnect technology has to be verified along the corridor. A site assessment will be conducted by Brown Traffic Products Inc, using equipment to be used for

Scope of Services

the final installation. Fiber optic technology will be used if radio interconnect is not found feasible.

- b) Stanley Consultants will meet with the City to identify the optional technologies and improvements that the City would like to consider for implementation.

5. Contract Documents

The contract documents will be prepared in three stages: Preliminary, Pre-final, and Final contract documents as discussed below:

80 Percent Contract Documents (Preliminary Contract Documents)

- a) Prepare 80 percent complete plans in English format. IEI will assist with plan preparation. The following sheets are anticipated.

Sheet Description	Corridor 1	Corridor 2	Corridor 3
Title	1	1	1
Index of Sheets	1	1	1
Summary of Quantities	1	1	1
Legend	1	1	1
Temporary Signal Installation (1"=20')	2	2	5
Temporary Cable Plans	2	2	5
Signal Installation (1"=20')	2	2	5
Cable Plans	2	2	5
Signal Interconnect (1"=50')	NA	NA	4
Street Sign Sheet	1	1	1
Standard Details	8	8	8
Total	21	21	37

- b) Prepare specifications including special provisions, supplemental specifications, and checksheets.
- c) Prepare summary of quantities, estimate of time, and an estimate of construction cost using the most current unit prices.
- d) Independent QA/QC review will be conducted by Senior Traffic Engineer and Resident Engineer to ensure constructability. The QA/QC documentation will be submitted to the City.
- e) Submit 80 percent contract documents to IDOT, City, and Utility companies for review.

95 Percent Contract Documents (Pre-final Contract Documents)

- a) Receive review comments from IDOT, City, and utility companies on preliminary contract documents.
- b) Based on the review comments, prepare pre-final contract documents including plans, specifications, quantities, and cost estimates.
- c) Prepare disposition of comments for comments from all agencies.

Scope of Services

- d) Perform QA/QC review.
- e) Submit pre-final plans to IDOT, City and utility companies for review.

Final Contract Documents

- a) Receive review comments from IDOT, City, and utility companies on pre-final contract documents.
- b) Based on the review comments, prepare final contract documents including plans, specifications, quantities, and cost estimates.
- c) Submit mylars and pdf's to IDOT for project letting.
- d) Attend pre-construction meeting with contractor, IDOT, City and utility companies.

6. Public Meetings

The public meetings will be conducted to present the improvements in Corridor 3

- a) Prepare notifications, flyers, and exhibits for use during the public meetings and prepare meeting summary after the meeting. The notifications shall be printed in black and white on regular 8.5"x11" paper using a double-sided format.
- b) Attend two public meetings to discuss project goals and proposed improvements. The meeting will be conducted in an open house format according to City requirements.
- c) Attend one meeting to review public meeting exhibits and perform a dry-run of the meeting.

7. Signal Coordination and Timing (SCAT)

Metro Transportation, SCAT consultant, will conduct the SCAT analysis after construction is complete. We do not anticipate their involvement during the design engineering phase of the project. IEI will perform classification traffic counts for the morning, afternoon, and evening peak hours.

All deliverables will be in print, AutoCad, and pdf format.

Preliminary Schedule

Sheridan Road Traffic Signal and Interconnect

Task	2010							2011									
	May/June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
I Contract Negotiations	■																
II Project Coordination		■	■	■	■	■	■	■		■	■			■			
III Data Collection		■															
VI Technology Review		■															
V Site Assessment			■														
VI Contract Documents			■														
VII Public Meetings				■	■												
VIII IDOT Processing and Letting													■				

80% Complete

95% Complete

Final PS&E

Letting

City Council Contract Approval: May 24, 2010

■ Consultant Task ■ Review Period * Deliverable



● **Stanley Consultants** INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

EXHIBIT A





May 12, 2010

Sagar R. Sonar, P.E., PTOE
Senior Engineer
Stanley Consultants
8501 West Higgins Road,
Suite 730
Chicago, IL 60631

Reference: Infrastructure Engineering, Inc. Scope
Project: Evanston Traffic Signal Design/Signal System Work

Dear Mr. Sonar:

Infrastructure Engineering, Inc. (IEI) is pleased to provide services for the above mentioned project. As you have requested, IEI's detailed scope is listed below.

The following work will be provided at three corridors (Sheridan Road from South Blvd. to Main St., Sheridan Road from Burnham Pl. to Dempster St., and Sheridan Road from Chicago Ave. to Central St.)

1. Survey: City of Evanston has GIS data with all utility information, sidewalk locations, parkway, water and sewer, traffic signal, and pavement marking information. Once this information is provided to IEI, the pick-up survey will include tying in to an existing benchmark to verify locations and elevations of existing traffic signal equipment, trees, utility manholes and curbs and sidewalks at intersections only. The survey will be collected according to IDOT standards. This work will be limited to 72 hours (two people for 4 days) and will not include: photo logs, generation of base file, verification or rectification of field data compared to GIS data, and sign survey.
2. IEI will also provide QA/QC of the project plan submittals.

Plan sheets to be included:

1. Title sheet: provide a standard IDOT cover sheet with project location map and index of standard drawings (to be provided by Stanley).
2. Index of Sheets: Sheet names, numbers, and total sheets to be provided by Stanley and compiled by IEI.
3. Summary of Quantities sheet: quantities to be supplied by Stanley and compiled by IEI.



Mr. Sonar, P.E., PTOE

May 12, 2010

Page 2

4. Street Sign sheet: provide CADD work for 10 street signs for streets at signalized intersections. Since no mast arms will be provided, the IDOT standard design for the sign will be used but mounting details will be provided by Stanley.
5. Standard detail sheets: compile the IDOT standard details based on input from Stanley.

In addition to work at these three locations, traffic counts will be provided at Sheridan Road from Chicago Ave. to Central Street. The scope of this work will be as follows:

1. IEI will provide traffic counts for 5 signalized intersections along Sheridan Road. IEI will use two traffic counters at each of the four T-intersections and three traffic counters at the four legged intersection. Counts will be provided during one weekday between the hours of 6:30-9:30 a.m., 11 a.m.-1 p.m., and 3:30-6:30 p.m. Onsite QA/QC will be provided. Data will be downloaded but not balanced.
2. Signal Interconnect Plans: IDOT standard Interconnect plans and schematic to be provided by IEI (including interconnect quantities). Signal modernization and cable plans showing proposed traffic signal equipment locations are to be provided by Stanley prior to the start of work on interconnect plans. Location of master controller and detection type is also to be provided by Stanley.

Additional items not included with this scope are: traffic analysis, traffic signal design, traffic signal plans, cable plans, temporary traffic signal plans, MOT, calculation of quantities (except as noted above), and erosion control and protection.

The total fee in consideration for the services to be provided is Thirty Thousand Three Hundred Fifty Dollars (\$30,350).

Sincerely,

Michael Sutton, P.E.
Principal

cc: Lanyea Collier, P.E.

SCHEDULE B: Letter of Intent to Perform

I am President of Infrastructure Engineering, Inc. and have
(Title of Affiant) (Name of M/W/EBE Firm)

authority to execute this affidavit on behalf of this firm. I Michael Sutton
(Name of Affiant)

do hereby certify that:

Infrastructure Engineering, Inc. intends to participate as a
(Name of M/W/EBE Firm)

Subcontractor on the project known as Sheridan Road, Evanston
(Project Description)

The Prime Contractor, Stanley Consultants, will award a contract to my

firm in the amount of \$ 11,300,000 for Survey and Plan Development
(Type of Work)

This notification is pursuant to the Prime Contractor's receipt of an executed agreement with the City of Evanston.

Signed: [Signature] Date: 4/27/2010
(M/W/EBE Subcontractor)

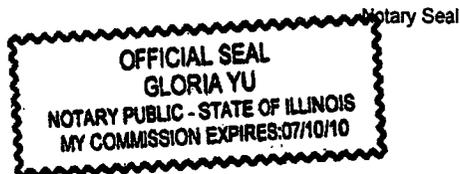
Signed: _____ Date: _____
(Bidder/Prime Contractor)

Corporate Seals (where appropriate)

This instrument was acknowledged before me on this 27th day of
APRIL 2010, by MICHAEL SUTTON as President
(or other authorized officer) of INFRASTRUCTURE ENGINEERING, INC.
(Firm Name)

[Signature]
(Notary Public Signature)

Commission Expires: 10 Jul 2010



AFFIDAVIT OF M/W/EBE STATUS

I am President of Infrastructure Engineering, Inc., and have authority
(Title of Affiant) (Name of Firm)

to execute this affidavit on behalf of this firm. I Michael Sutton
(Name of Affiant)

do hereby certify that:

1. This firm is a: (Check One Only)

Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)

Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)

Evanston Business Enterprise (EBE) (A firm located in Evanston for a minimum one year and which performs a "commercially useful function".)

Please note: 49 CFR Part 26 is used to evaluate compliance with the provisions of this specification.

2. COPIES OF ALL MBE OR WBE CERTIFICATIONS HAVE BEEN ATTACHED.

3. The following information will be provided upon written request, through the prime contractor or, if no prime, directly to the City of Evanston

a) actual work performed on any project and the payment thereof; and,

b) any proposed changes, in the status of the firm which would render this affidavit null and void.

c) further verification of the indicated status

Signature: [Handwritten Signature]
(Signature of Affiant)

Date: 4/27/2010

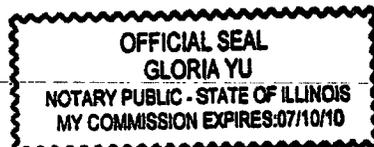
Corporate Seal (where appropriate)

This instrument was acknowledged before me on this 27th day of APRIL 2010, by MICHAEL SUTTON as President
(or other authorized officer) of INFRASTRUCTURE ENGINEERING, INC.
(Firm Name)

[Handwritten Signature]
(Notary Public Signature)

Notary Seal

Commission Expires: 10 JUL 2010





Stanley Consultants INC.

A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

EXHIBIT B



PROJECT SCOPE

The proposed work program is based on the scope of work contained in the RFQ for Sheridan Rd. project published on February 4, 2010, and our knowledge and experience gained through our past engagement as a Region One/District One Signal Coordination and Timing consultant. In addition to our District One work, our staff has completed numerous similar projects throughout various municipalities and Counties in Illinois.

The overall objective of this project is to implement optimized signal timings for a newly constructed Sheridan Rd. closed loop system for the City of Evanston in order to improve system safety and efficiency. The product of the study is the "turn-key" implementation of optimized signal timing/phasing adjustments. In addition, a before/after comparative analysis of Measures of Effectiveness (MOEs) will be conducted to document benefits received from reduced travel times and individual intersection delays. Additionally, the Consultant (Metro) will provide any on-call services requested by the City on the Sheridan Rd. System to answer public complaints regarding traffic signal timing.

Task 1 - Data Collection

Information will be gathered from the newly designed traffic signal plans by Stanley Consultants and will include signal construction plans, signal equipment and interconnect information, phasing/timing patterns, accident data (as appropriate), etc. This information will be assimilated per study location to provide a base inventory of existing conditions. At each location, as-built drawing information will be field verified and intersection dimensions, crosswalk distances and lane widths measured. In addition, the stop-bar to stop-bar distances between signalized intersections in a system will be measured and any major mid-segment traffic generators will be identified.

If needed, interviews will be conducted with appropriate city personnel in order to determine the most applicable format in which to provide optimization and timing adjustments for the various study locations.

Manual turning movement counts (TMCs) will be conducted by the Consultant at each identified study location. These TMCs will normally be made from 6:30 to



9:30 a.m., 11:00 a.m. to 1:00 p.m., and from 3:30 to 6:30 p.m. on typical weekdays under normal driving conditions. Some intersections may require additional special counts during Friday evening or weekend periods (particularly where shopping-type trip generators are concentrated). Each TMC will be summarized in 15 minutes intervals and will identify special pedestrian movements, heavy vehicles, buses, and special saturation studies as necessary.

Count information will be summarized in a manner consistent with the 2000 Highway Capacity Manual (HCM).

Initial speed/delay studies will be conducted in the field utilizing GPS technology and a PDA (Personal Digital Assistant) along identified corridors to establish a database for future comparative evaluations.

Task 2 - Data Analysis

The data collected will be reduced and thoroughly analyzed. If provided, collision diagrams will be evaluated to determine if any accident patterns have developed that could be associated with items such as insufficient clearance intervals, inappropriate left-turn phasing, school zone or pedestrian activity, equipment malfunction, etc. Peak period turning movement counts will be summarized in a form sufficient for input to appropriate computer models. Signal equipment at the various study locations will be evaluated to determine adequacy and adaptability to potential phasing adjustments.

Individual capacity analyses will be conducted for each signalized intersection to determine the existing level of service (LOS), and degree of saturation. This information will identify if signal optimization will increase the efficiency of the location or if vehicular volumes are exceeding the capacity of the intersection. These analyses will be conducted in accordance with the HCM guidelines. Appropriate signal timing settings will be developed for each peak period for isolated intersection control.

Utilizing information such as intersection spacing, TMCs, minimum timing settings, phasing, saturation flow rates, measured speeds and posted speed limits, etc., The Consultant will conduct signal system optimization analyses utilizing



SYNCHRO 7.0 (or latest version) or other appropriate computer software. Optimization analyses will be conducted for the previously identified count periods and other identified peak periods. It is anticipated that 3 to 5 timing patterns would be warranted for most systems.

Task 3 – Implementation (Includes Traffic Responsive)

Implementation plans for optimized signal timing/phasing plans will be developed and forwarded to the City's signal maintenance staff for review prior to implementation of new timings.

The Consultant will implement closed loop system timing adjustments on an desk top personal computer and download the new information to the field controller units via telephone lines. If no phone line is included in the project, a laptop will be used to download timings directly into the controllers in the field. Timing and coordination adjustments will be made in the field at the controller cabinet. Consultant Personnel will be in the field in direct communication during all implementation procedures to assure the adjustments are acceptable by the equipment and to monitor traffic operations. Fine-tuning adjustments will be made to alleviate observed adverse operating conditions and enhance operations. This work will be closely coordinated with the City's signal maintenance staff to avoid operational problems and quickly resolve any problem areas.

Task 4 - Evaluation

In order to quantify the overall improvement in vehicular operations and efficiency, The Consultant will perform a comparative analysis of vehicular MOEs. Utilizing the before and after speed/delay studies, the Consultant will calculate the expected decrease in delay and fuel consumption, decrease in carbon monoxide emissions, and the anticipated increase in overall travel speed and fuel efficiency along study corridors. To measure the overall corridor, including turning movements and cross-street traffic, before and after implementation analyses using the MOE outputs from the optimization software will be made to evaluate expected improvements in system operating conditions, such as total system delay, total number of stops and fuel consumption.



Other measures of the improvements will be evaluated such as overall level of service improvements associated with reduced Volume/Capacity ratios.

Isolated intersections can be evaluated by measuring average queue lengths, fixed-point timings and other measures to document improvements associated with optimized timings.

PC-TRAVEL (latest version) will be used to evaluate the effects of the optimization of carbon monoxide, hydrocarbons and nitrous oxide on an annual basis. The input data consists of the ADT, distance and the average speed obtained from the before and after studies.

Upon completion of the evaluation study, a final report will be issued for the Sheridan Rd. system, which includes the evaluation study, analysis results and the complete database utilized to develop the optimized timings. Recommendations for additional enhancements, equipment modifications and other observations will be included in this document.



LIST OF DELIVERABLES

The following work products and/or reports will be provided to the Department at various stages during the execution of a typical work order.

1. Progress Report will be done twice a month for each work order indicating current period activities, projected work schedule and identification of problems, delays or other unusual circumstances.
2. Work Order Documentation notebook including:
 - a. Summary Report, including system description, analysis methodology, MOE comparison results and special recommendations or observations.
 - b. SYNCHRO 7.0 analyses for each analysis period and a copy on a CD.
 - c. SYNCHRO 7.0 analyses for each intersection and count period.
 - d. Summary TMC traffic counts in report with turning movement diagrams for each intersection and count period.
 - e. Before and after speed and delay runs.
 - f. 7-day System Detector Counts
 - g. Implementation plans for each analysis period in the form of printed databases.

One printed copy will be furnished to the Department in a 3-ring binder, clearly identified by work order and master/zone number upon completion of each work order.



3. Upon completion of the work, copies of the database shall be furnished to the Department, appropriate maintenance contractor and maintaining governmental agencies on CD. This database will include the intersection displays and any other system displays that the provided system software allows. A 3-ring binder will be provided to the municipality if desired.



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EXHIBIT C



Quote

Quote Number: Q017177

MELROSE VILLAGE, ILL. TECHNOLOGICAL CENTER

736 Federal Street Suite 2312 | Davenport, IA 52803 | 1(563) 323-0009

To: Stanley Consultants
8501 West Higgins Rd., Suite 730
Chicago, IL 60631
USA

Date: 04/26/2010
Prepared By: Nicole Kling

Contact: Sagar Sonar
Phone: 1 773-693-9624
Fax: 1 773-693-9624
Email: SonarSagar@stanleygroup.com

RFQ #:
Description: Sheridan Road: Site Assessment for Radio Interconnect

Table with 5 columns: Part #, Description, Quantity, Price, Extended. Row 1: FSO-IL-DIST-1, Conduct site assessment to evaluate the viability of radio interconnect along Sheridan Rd. between Chicago Avenue & Central Street - Evanston, IL (# of hrs), 8, \$115.00, \$920.00

Total: \$920.00

Notes:

Terms:

Shipment of the material will be approximately 90 days after receipt of both an acceptable purchase order and approved submittal data if required. Quoted prices are based on the entire value and volume of the quote. Payment terms are Net 30 days with prior approved credit. Brown Traffic Products, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the date of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: Brown Traffic Products only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See Brown Traffic Products Terms & Conditions document.

Thank you for the opportunity to provide this quote.

