

47-R-10

A RESOLUTION

**Authorizing the City Manager to Sign a Local Agency Agreement
with the Illinois Department of Transportation
and a Preliminary Engineering Services Agreement
with Alfred Benesch & Company
for Federal Participation for Phase I Engineering
for the Bridge Street Bridge Project**

WHEREAS, the City of Evanston and Illinois Department of Transportation (hereinafter "IDOT"), in the interest of safe and efficient movement of bicycle traffic, are desirous of implementing the rehabilitation and widening of the existing Bridge Street structure over the North Shore Channel from McCormick Boulevard to Brown Street, said improvement to be identified as State Section: 08-00251-00-BR, State Job: P-91-398-08, and Project Number: BRM-9003(008), hereinafter referred to as the "Project"; and

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

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

WHEREAS, the City is desirous of entering into an Agreement with Alfred Benesch and Company for preliminary engineering services for the Project; and

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into local agency and preliminary engineering services agreements with said parties;

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

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Local Agency Agreement for Federal Participation with the Illinois Department of Transportation, attached hereto as Exhibit A and incorporated herein by reference, and the Preliminary Engineering Services Agreement for Federal Participation with Alfred Benesch and Company, attached hereto as Exhibit B and incorporated herein by reference.

SECTION 3: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Local Agency Agreement and the Preliminary Engineering Services Agreement as he may determine to be in the best interests of the City.

SECTION 3: That this Resolution 47-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: July 26, 2010

EXHIBIT A

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

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Evanston			X	
	Section	Fund Type	ITEP Number		
	08-00251-00-BR	HBP			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-398-08	BRM-9003(008)		

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

Location

Local Name Bridge Street Route _____ Length 0.1 miles
 Termini McCormick Blvd to Brown Street

Current Jurisdiction LA Existing Structure No 016-6953

Project Description

Phase I Preliminary Engineering for the rehabilitation and widening of the existing Bridge Street structure over the North Shore Channel to accommodate new bike lanes in both directions.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	219,812	(*)		()	54,953	(BAL)	274,765
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 219,812		\$		\$ 54,953		\$ 274,765

*Maximum FHWA (HBP) participation 80% not to exceed \$219,812.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

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

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

Agreement Provisions

THE LA AGREES:

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

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

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

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

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

THE STATE AGREES:

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

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

IT IS MUTUALLY AGREED:

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

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

Name Wally Bobkiewicz

Title City Manager
County Board Chairperson/Mayor/Village President/etc.

Signature _____

Date _____

TIN Number 36-6005870

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By: _____
(Delegate's Signature)

(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

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

EXHIBIT B

**Preliminary Engineering Services Agreement Between the
City of Evanston and Alfred Benesch and Company**

Local Agency City of Evanston	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Alfred Benesch & Company
County Cook			Address 205 N. Michigan Ave. Suite 2400
Section 08-00251-00-BR			City Chicago
Project No. BRM-9003(008)			State IL
Job No. P-91-398-08			Zip Code 60601
Contact Name/Phone/E-mail Address Sat Nagar snagar@cityofevanston.org (847) 866-2967	Contact Name/Phone/E-mail Address David Morrill dmorrill@benesch.com (312) 565-0450		

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the 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 Bridge Street Route _____ Length 0.1 mi Structure No. 016-6953
Termini McCormick Boulevard to Brown Street

Description Phase I engineering for the rehabilitation and widening of the existing Bridge Street structure over the North Shore Channel to accommodate new bike lanes in both directions.

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 390 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.

- 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) 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.
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 borings and channel change agreements including prints of the corresponding plats and staking as required.

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.

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 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.

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:		
Alfred Benesch & Company	TIN Number 36-2407363	Agreement Amount \$217,732.70
Sub-Consultants:		
Cooper Civil Engineering	TIN Number 33-11327212	Agreement Amount \$13,174.40
Geo Services, Inc.	36-4390972	\$21,986.74
Lin Engineering	37-1274976	\$21,857.53
	Sub-Consultant Total:	\$57,018.67
	Prime Consultant Total:	\$217,732.70
	Total for all Work:	\$274,751.37

Executed by the LA:

City of Evanston

(Municipality/Township/County)

ATTEST:

Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: David J. Morrill
Title: David J. Morrill, P.E., S.E., Vice President

Alfred Benesch & Company

By: [Signature]
Title: Kevin J. Fitzpatrick, P.E., Senior Vice-President

Exhibit A - Preliminary Engineering

Route: Bridge Street
 Local Agency: City of Evanston
 (Municipality/Township/County)
 Section: 08-00251-00-BR
 Project: BRM-9003 (008)
 Job No.: P-91-398-08

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

Overhead Rate (OH) 143.17 %
 Complexity Factor (R) 0.000
 Calendar Days 390

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
CE Documentation	SEE AHPR	362	\$38.07	\$13,781.34	\$19,730.74		\$694.00	\$4,959.88	\$39,165.96
Reports	SEE AHPR	908	\$37.43	\$33,986.44	\$48,658.39	\$20,547.29	\$1,123.20	\$12,146.36	\$116,461.68
Meetings	SEE AHPR	180	\$41.03	\$7,385.40	\$10,573.68		\$2,330.00	\$2,941.92	\$23,231.00
Coordination	SEE AHPR	160	\$41.77	\$6,683.20	\$9,568.34		\$106.00	\$2,371.84	\$18,729.38
QA/QC	SEE AHPR	65	\$49.34	\$3,207.10	\$4,591.61		\$180.00	\$1,156.91	\$9,135.62
Administration	SEE AHPR	84	\$46.19	\$3,879.96	\$5,554.94		\$180.00	\$1,394.16	\$11,009.06
Cooper Civil Eng.									
Geo Services, Inc.						\$13,174.40			
Lin Engineering						\$21,986.74			
						\$21,857.53			
Totals		1,759.00		\$68,923.44	\$98,677.70	\$77,565.96	\$4,613.20	\$24,971.07	\$274,751.37

PHASE I
AGREEMENT FOR SUBCONSULTANT SERVICES

Route Bridge Street
Section 08-00251-00-BR
County Cook

Project BRM-9003(008)
Job No. P-91-398-08
PTB #

This is an Agreement between ALFRED BENESCH & COMPANY, hereinafter referred to as the CONSULTANT, and COOPER CIVIL ENGINEERING, LTD, hereinafter referred to as the SUBCONSULTANT.

The CONSULTANT proposes to engage the SUBCONSULTANT to furnish certain professional services in connection with the rehabilitation and widening of the existing Bridge Street structure over the North Shore Channel located in Evanston, Illinois, which work is hereinafter referred to as the Project.

The CONSULTANT has authority under their Agreement with the Illinois Department of Transportation to engage such services, and the SUBCONSULTANT represents that they are in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such services.

The SUBCONSULTANT, in signing this Agreement, certifies that they have no financial or other interests in the outcome of this project.

The CONSULTANT and the SUBCONSULTANT hereby certify that there was compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the services covered by this AGREEMENT.

Under penalties of perjury, the SUBCONSULTANT certifies that 33-11327212 is their correct Federal Taxpayer Identification Number and is doing business as a corporation

In consideration of these premises, the parties hereto agree as set forth in the following pages numbered 2 - 5 inclusive.

This Agreement executed this _____ day of _____, 20 _____.

This Agreement becomes null if the agreement between the CONSULTANT and the ILLINOIS DEPARTMENT OF TRANSPORTATION is not authorized.

CONSULTANT

SUBCONSULTANT

By: _____

By: _____

Title _____

Title _____

SECTION 1 - GENERAL PROVISIONS

Incorporation by Reference. The Illinois Department of Transportation's Standard Agreement Provisions for Consultant Services, dated January 1, 2001 hereinafter referred to as the STANDARD PROVISIONS are incorporated and made part of this Agreement except as deleted or amended hereinafter. The STANDARD PROVISIONS section references are shown in parenthesis.

Whenever the word DEPARTMENT is used in the STANDARD PROVISIONS it shall be construed to mean CONSULTANT and whenever the word CONSULTANT is used, it shall be construed to mean SUBCONSULTANT, except the word Department shall also include the Illinois Department of Transportation in Section 2.14, 2.24, 2.62, 2.63 and 2.64 and 2.65 of the said STANDARD PROVISIONS.

Certifications Required by State and/or Federal Law. The SUBCONSULTANT certifies that they have read the certifications and assurances described in the STANDARD PROVISIONS and certifies that their signature on the Agreement signature sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed.

Delinquent Payment. The CONSULTANT certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONSULTANT further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the CONSULTANT or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Felony Convictions The CONSULTANT certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The CONSULTANT acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

Environmental Protection Act The CONSULTANT certifies in accordance with 30ILCS 500/50-12 that the CONSULTANT is not barred from being awarded a contract under this Section. The CONSULTANT acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

Prevailing wages If the scope of work for this agreement includes the use of boring equipment prevailing rates of wages for boring equipment operators must be reflected in the cost estimate for this agreement. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed. Post the scale of wages in a prominent and easily accessible place at the site of work. If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the consultant shall post the revised rates of wages and shall pay not less than the revised rates of wages.

Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the consultant to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the consultant by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the consultant pursuant to the Act, and the consultant agrees that no additional notice is required. The consultant shall notify each of its subconsultants of the revised rates of wages.

Direct Labor. The Department reserves the right to reduce the labor rate when ordinary and customary fringe benefits are included in the direct labor costs. Direct labor costs will also be subject to recalculation if the labor rate or total hours are found to be inaccurate at the time of audit.

Key Personnel. The SUBCONSULTANT'S personnel identified in the CONSULTANT'S Statement of Interest are considered essential to the completion of the project. For purposes of administering Section 2.12 of the STANDARD PROVISIONS, the SUBCONSULTANT'S key personnel are listed below:

<u>Classification</u>	<u>Name</u>	<u>Location</u>
Project Manager	Carl J. Bova	Evanston, IL

(S P 2.29b) The Bureau Chief is

The SUBCONSULTANT shall invoice the prime CONSULTANT not the Department's Liaison Person as provided in Section 2.81 of said STANDARD PROVISIONS. The CONSULTANT shall promptly pay the SUBCONSULTANT'S invoice upon receipt of payment from the Department.

Concerning Section 2.83 of the STANDARD PROVISIONS, the Department reserves the right to audit the SUBCONSULTANT'S cost records and final payment to the SUBCONSULTANT shall be adjusted if necessary.

(S P 2.85(c)(2)) Add, The Written Authorization must be signed by the

SECTION 2 - SCOPE OF WORK

The SUBCONSULTANT agrees to perform, at the direction of the CONSULTANT, the services described below.

- Development of Maintenance of Traffic (MOT) plans for the project, assuming MOT will consist of one of the following alternatives: detouring one direction of traffic, detouring all traffic, or staging construction such that traffic can be maintained.
- Review of geometric impacts of the bridge widening to the adjacent intersections at McCormick Boulevard and Brown Street.
- Develop typical sections and proposed plan & profile.
- Review utility data and determine impacts of bridge widening to existing and

proposed utilities.

SECTION 3 - PROJECT SCHEDULE

For purposes of administering Section 2.21d of the STANDARD PROVISIONS, the fee was negotiated anticipating that the work would be completed by December 31, 2010, which includes review time by the Department.

The SUBCONSULTANT shall commence work within 5 calendar days after date of Authority to Proceed. The work shall be completed and delivered to the Department through the CONSULTANT as set forth below or in the attached Project Schedule.

SECTION 4 - COMPENSATION

The SUBCONSULTANT shall receive payment for completing the work required of them in accordance with Section 2.86 of the STANDARD PROVISIONS subject to the Total Agreement Amount not to exceed \$13,334.78 as set forth in the table below:

The method of compensation is Cost Plus Fixed Fee.
The complexity factor for this project is: 0.035.
The overhead and fringe benefit rate is 120.00%.

<u>SUBCONSULTANT</u>	<u>AMOUNT*</u>	<u>FIXED FEE*</u>	<u>QC/QA*</u>	<u>PHASE III*</u>
Cooper Civil Engineering, Ltd.				
LABOR	\$13,074.40	\$1,655.71	\$678.19	
DIRECT COST	\$ 100.00			
TOTAL AGREEMENT AMOUNT	\$13,174.40			

*Note: The fixed fee, QC/QA and Phase III costs are included in the amount column.

A Start-up Agreement was authorized on . This Agreement supercedes and includes all costs previously negotiated at the time the Start-up Agreement was authorized.

Provisional Rate. The provisional rate for fringe benefit and overhead for actual cost plus fixed fee method of payments as shown above has been used for the interim to establish the total agreement cost and is(are) the maximum rate(s) allowable for invoicing the Department. At the conclusion of the project, the actual additive rate for fringe benefit and overhead will be determined by the Department's audit if the costs were based on a or actual cost plus fixed fee method of payment. If the rate(s) differ from the provisional rate specified above, the audited rate(s) will be applied to the payroll for the work completed in that fiscal year as shown on the approved progress reports for variable lump sum or audited payroll amount in that fiscal year for actual cost plus fixed fee method of payment.

Modification/Amendments. The prime compensation may be increased or decreased by subsequent agreement between the parties if there is a major change in the scope, character or complexity of the work. The prime compensation also may be adjusted under the terms of Section 2.21 of the STANDARD PROVISIONS, except for the fixed fee, if the work extends more than six months beyond the anticipated date of completion. The SUBCONSULTANT will be reimbursed the adjusted rates for only that part of the work remaining to be completed at the time they submit the written request.

SECTION 5 - OBLIGATIONS & PAYMENTS

Available Funds/General Assembly. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

Consultant Payments. The CONSULTANT, upon payment by the STATE, shall pay all the monies due the SUBCONSULTANT(s) and/or vendor(s).

Consultant Address. The SUBCONSULTANT will use the address listed below for all billing, invoicing and receiving payment(s) from the CONSULTANT.

Cooper Civil Engineering, Ltd.
1322 Rosalie Street
Evanston, Illinois 60201

PHASE I
AGREEMENT FOR SUBCONSULTANT SERVICES

Route Bridge Street
Section 08-00251-00-BR
County Cook

Project BRM-9003(008)
Job No. P-91-398-08
PTB #

This is an Agreement between ALFRED BENESCH & COMPANY, hereinafter referred to as the CONSULTANT, and GEO SERVICES, INC., hereinafter referred to as the SUBCONSULTANT.

The CONSULTANT proposes to engage the SUBCONSULTANT to furnish certain professional services in connection with the rehabilitation and widening of the existing Bridge Street structure over the North Shore Channel located in Evanston, Illinois, which work is hereinafter referred to as the Project.

The CONSULTANT has authority under their Agreement with the Illinois Department of Transportation to engage such services, and the SUBCONSULTANT represents that they are in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such services.

The SUBCONSULTANT, in signing this Agreement, certifies that they have no financial or other interests in the outcome of this project.

The CONSULTANT and the SUBCONSULTANT hereby certify that there was compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the services covered by this AGREEMENT.

Under penalties of perjury, the SUBCONSULTANT certifies that 36-4390972 is their correct Federal Taxpayer Identification Number and is doing business as a corporation.

In consideration of these premises, the parties hereto agree as set forth in the following pages numbered 2 - 5 inclusive.

This Agreement executed this _____ day of _____, 20 _____.

This Agreement becomes null if the agreement between the CONSULTANT and the ILLINOIS DEPARTMENT OF TRANSPORTATION is not authorized.

CONSULTANT

SUBCONSULTANT

By: _____

By: _____

Title _____

Title _____

SECTION 1 - GENERAL PROVISIONS

Incorporation by Reference. The Illinois Department of Transportation's Standard Agreement Provisions for Consultant Services, dated January 1, 2001 hereinafter referred to as the STANDARD PROVISIONS are incorporated and made part of this Agreement except as deleted or amended hereinafter. The STANDARD PROVISIONS section references are shown in parenthesis.

Whenever the word DEPARTMENT is used in the STANDARD PROVISIONS it shall be construed to mean CONSULTANT and whenever the word CONSULTANT is used, it shall be construed to mean SUBCONSULTANT, except the word Department shall also include the Illinois Department of Transportation in Section 2.14, 2.24, 2.62, 2.63 and 2.64 and 2.65 of the said STANDARD PROVISIONS.

Certifications Required by State and/or Federal Law. The SUBCONSULTANT certifies that they have read the certifications and assurances described in the STANDARD PROVISIONS and certifies that their signature on the Agreement signature sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed.

Delinquent Payment. The CONSULTANT certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONSULTANT further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the CONSULTANT or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Felony Convictions The CONSULTANT certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The CONSULTANT acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

Environmental Protection Act The CONSULTANT certifies in accordance with 30ILCS 500/50-12 that the CONSULTANT is not barred from being awarded a contract under this Section. The CONSULTANT acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

Prevailing wages If the scope of work for this agreement includes the use of boring equipment prevailing rates of wages for boring equipment operators must be reflected in the cost estimate for this agreement. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed. Post the scale of wages in a prominent and easily accessible place at the site of work. If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the consultant shall post the revised rates of wages and shall pay not less than the revised rates of wages.

Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the consultant to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the consultant by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the consultant pursuant to the Act, and the consultant agrees that no additional notice is required. The consultant shall notify each of its subconsultants of the revised rates of wages.

Direct Labor. The Department reserves the right to reduce the labor rate when ordinary and customary fringe benefits are included in the direct labor costs. Direct labor costs will also be subject to recalculation if the labor rate or total hours are found to be inaccurate at the time of audit.

Key Personnel. The SUBCONSULTANT'S personnel identified in the CONSULTANT'S Statement of Interest are considered essential to the completion of the project. For purposes of administering Section 2.12 of the STANDARD PROVISIONS, the SUBCONSULTANT'S key personnel are listed below:

<u>Classification</u>	<u>Name</u>	<u>Location</u>
Project Manager	Drew Ptak	Arlington Heights, IL
Project Engineer	Alex Barlan	Arlington Heights, IL
Senior Geotechnical Engineer	Dixon O'Brien	Arlington Heights, IL
Principal	Julian Rueda	Naperville, IL

(S P 2.29b) The Bureau Chief is

The SUBCONSULTANT shall invoice the prime CONSULTANT not the Department's Liaison Person as provided in Section 2.81 of said STANDARD PROVISIONS. The CONSULTANT shall promptly pay the SUBCONSULTANT'S invoice upon receipt of payment from the Department.

Concerning Section 2.83 of the STANDARD PROVISIONS, the Department reserves the right to audit the SUBCONSULTANT'S cost records and final payment to the SUBCONSULTANT shall be adjusted if necessary.

(S P 2.85(c)(2)) Add, The Written Authorization must be signed by the

SECTION 2 - SCOPE OF WORK

The SUBCONSULTANT agrees to perform, at the direction of the CONSULTANT, the services described below.

- Two soil samples will be obtained at 2.5-ft intervals to a depth of 30 feet and 5.0-ft intervals thereafter and sampled with a 2.0-in diameter split spoon. Boreholes will be grouted and patched upon completion.
- It is assumed that the site is accessible to a truck-mounted drill rig. Final boring locations will be determined after a review of access and overhead and underground

utilities have been identified. Note that no soil boring are proposed at the bridge piers as it is our understanding that coring through the existing bridge deck to allow for drilling from on top of the bridge will not be allowed due to structural considerations for the existing bridge.

- Along with these borings, standard laboratory tests will be performed and an engineering report will be prepared under the direct supervision of a Registered Professional Engineer. The report will include the following:
 - Soil conditions
 - Ground water elevations
 - Site preparation recommendations
 - Pavement construction recommendations Foundation recommendations
 - Lateral earth recommendations
 - Copies of boring logs, core logs, test results and location diagram
 - Recommendations relative to any unusual design or construction techniques which may be required due to subsurface conditions

SECTION 3 - PROJECT SCHEDULE

For purposes of administering Section 2.21d of the STANDARD PROVISIONS, the fee was negotiated anticipating that the work would be completed by December 31, 2010, which includes review time by the Department.

The SUBCONSULTANT shall commence work within 5 calendar days after date of Authority to Proceed. The work shall be completed and delivered to the Department through the CONSULTANT as set forth below or in the attached Project Schedule.

SECTION 4 - COMPENSATION

The SUBCONSULTANT shall receive payment for completing the work required of them in accordance with Section 2.86 of the STANDARD PROVISIONS subject to the Total Agreement Amount not to exceed \$19,779.26 as set forth in the table below:

The method of compensation is Cost Plus Fixed Fee.
 The complexity factor for this project is: 0.0.
 The overhead and fringe benefit rate is 199.83%.

<u>SUBCONSULTANT</u>	<u>AMOUNT*</u>	<u>FIXED FEE*</u>	<u>QC/QA*</u>	<u>PHASE III*</u>
Geo Services, Inc.				
LABOR	\$ 8,172.74	\$2,784.35		
DIRECT COST	\$13,814.00			
TOTAL AGREEMENT AMOUNT	\$21,986.74			

*Note: The fixed fee, QC/QA and Phase III costs are included in the amount column.

A Start-up Agreement was authorized on . This Agreement supercedes and includes all costs previously negotiated at the time the Start-up Agreement was authorized.

Provisional Rate. The provisional rate for fringe benefit and overhead for actual cost plus fixed fee method of payments as shown above has been used for the interim to establish the total agreement cost and is(are) the maximum rate(s) allowable for invoicing the Department. At the conclusion of the project, the actual additive rate for fringe benefit and overhead will be determined by the Department's audit if the costs were based on a or actual cost plus fixed fee method of payment. If the rate(s) differ from the provisional rate specified above, the audited rate(s) will be applied to the payroll for the work completed in that fiscal year as shown on the approved progress reports for variable lump sum or audited payroll amount in that fiscal year for actual cost plus fixed fee method of payment.

Modification/Amendments. The prime compensation may be increased or decreased by subsequent agreement between the parties if there is a major change in the scope, character or complexity of the work. The prime compensation also may be adjusted under the terms of Section 2.21 of the STANDARD PROVISIONS, except for the fixed fee, if the work extends more than six months beyond the anticipated date of completion. The SUBCONSULTANT will be reimbursed the adjusted rates for only that part of the work remaining to be completed at the time they submit the written request.

SECTION 5 - OBLIGATIONS & PAYMENTS

Available Funds/General Assembly. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

Consultant Payments. The CONSULTANT, upon payment by the STATE, shall pay all the monies due the SUBCONSULTANT(s) and/or vendor(s).

Consultant Address. The SUBCONSULTANT will use the address listed below for all billing, invoicing and receiving payment(s) from the CONSULTANT.

Geo Services, Inc.
805 Amherst Court
Suite 204
Naperville, IL 60565-3448

PHASE I
AGREEMENT FOR SUBCONSULTANT SERVICES

Route Bridge Street
Section 08-00251-00-BR
County Cook

Project BRM-9003(008)
Job No. P-91-398-08
PTB #

This is an Agreement between ALFRED BENESCH & COMPANY, hereinafter referred to as the CONSULTANT, and LIN ENGINEERING, LTD, hereinafter referred to as the SUBCONSULTANT.

The CONSULTANT proposes to engage the SUBCONSULTANT to furnish certain professional services in connection with the rehabilitation and widening of the existing Bridge Street structure over the North Shore Channel located in Evanston, Illinois, which work is hereinafter referred to as the Project.

The CONSULTANT has authority under their Agreement with the Illinois Department of Transportation to engage such services, and the SUBCONSULTANT represents that they are in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such services.

The SUBCONSULTANT, in signing this Agreement, certifies that they have no financial or other interests in the outcome of this project.

The CONSULTANT and the SUBCONSULTANT hereby certify that there was compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the services covered by this AGREEMENT.

Under penalties of perjury, the SUBCONSULTANT certifies that 37-1274976 is their correct Federal Taxpayer Identification Number and is doing business as a corporation

In consideration of these premises, the parties hereto agree as set forth in the following pages numbered 2 - 5 inclusive.

This Agreement executed this _____ day of _____, 20 _____.

This Agreement becomes null if the agreement between the CONSULTANT and the ILLINOIS DEPARTMENT OF TRANSPORTATION is not authorized.

CONSULTANT

SUBCONSULTANT

By: _____

By: _____

Title _____

Title _____

SECTION 1 - GENERAL PROVISIONS

Incorporation by Reference. The Illinois Department of Transportation's Standard Agreement Provisions for Consultant Services, dated January 1, 2001 hereinafter referred to as the STANDARD PROVISIONS are incorporated and made part of this Agreement except as deleted or amended hereinafter. The STANDARD PROVISIONS section references are shown in parenthesis.

Whenever the word DEPARTMENT is used in the STANDARD PROVISIONS it shall be construed to mean CONSULTANT and whenever the word CONSULTANT is used, it shall be construed to mean SUBCONSULTANT, except the word Department shall also include the Illinois Department of Transportation in Section 2.14, 2.24, 2.62, 2.63 and 2.64 and 2.65 of the said STANDARD PROVISIONS.

Certifications Required by State and/or Federal Law. The SUBCONSULTANT certifies that they have read the certifications and assurances described in the STANDARD PROVISIONS and certifies that their signature on the Agreement signature sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed.

Delinquent Payment. The CONSULTANT certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The CONSULTANT further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the CONSULTANT or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Felony Convictions The CONSULTANT certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or of a Class 3 or Class 2 felony under the Illinois Security Law of 1953 for a period of five years prior to the date of the AGREEMENT. The CONSULTANT acknowledges that the DEPARTMENT shall declare the contract void if this certification is false.

Environmental Protection Act The CONSULTANT certifies in accordance with 30ILCS 500/50-12 that the CONSULTANT is not barred from being awarded a contract under this Section. The CONSULTANT acknowledges that the DEPARTMENT may declare the contract void if this certification is false.

Prevailing wages If the scope of work for this agreement includes the use of boring equipment prevailing rates of wages for boring equipment operators must be reflected in the cost estimate for this agreement. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed. Post the scale of wages in a prominent and easily accessible place at the site of work. If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the consultant shall post the revised rates of wages and shall pay not less than the revised rates of wages.

Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the consultant to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the consultant by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the consultant pursuant to the Act, and the consultant agrees that no additional notice is required. The consultant shall notify each of its subconsultants of the revised rates of wages.

Direct Labor. The Department reserves the right to reduce the labor rate when ordinary and customary fringe benefits are included in the direct labor costs. Direct labor costs will also be subject to recalculation if the labor rate or total hours are found to be inaccurate at the time of audit.

Key Personnel. The SUBCONSULTANT'S personnel identified in the CONSULTANT'S Statement of Interest are considered essential to the completion of the project. For purposes of administering Section 2.12 of the STANDARD PROVISIONS, the SUBCONSULTANT'S key personnel are listed below:

<u>Classification</u>	<u>Name</u>	<u>Location</u>
Project Manager	Fred Lin	Westmont, IL
Civil Engineer	Sam Lahniers	Westmont, IL
Surveyor	George Woods	Westmont, IL

(S P 2.29b) The Bureau Chief is

The SUBCONSULTANT shall invoice the prime CONSULTANT not the Department's Liaison Person as provided in Section 2.81 of said STANDARD PROVISIONS. The CONSULTANT shall promptly pay the SUBCONSULTANT'S invoice upon receipt of payment from the Department.

Concerning Section 2.83 of the STANDARD PROVISIONS, the Department reserves the right to audit the SUBCONSULTANT'S cost records and final payment to the SUBCONSULTANT shall be adjusted if necessary.

(S P 2.85(c)(2)) Add, The Written Authorization must be signed by the

SECTION 2 - SCOPE OF WORK

The SUBCONSULTANT agrees to perform, at the direction of the CONSULTANT, the services described below.

- Assist the CONSULTANT with the required bridge inspection.
- A topographic survey of the bridge deck and roadway from east of McCormick Blvd to west of Brown Street will be performed. All above ground bridge elements will be located (deck, piers, abutments, low chord) and the bridge opening will be surveyed. Roadway survey will be from ROW to ROW and 25 feet beyond. Existing topographic features within limits will be located. Drainage structures within the vicinity of bridge will be located and measured for inverts. Horizontal coordinates

and elevations will be assumed unless otherwise provided by others. One benchmark will be set on the existing structure, one benchmark will be set at a location off the existing structure. Two survey control points will be cross-tied and One centerline control point will be set on each side of the bridge and cross-tied. A Geopak centerline alignment will be created. A Geopak .tin model will be created from the survey data. Survey data will be collected and processed in accordance with current IDOT procedures.

SECTION 3 - PROJECT SCHEDULE

For purposes of administering Section 2.21d of the STANDARD PROVISIONS, the fee was negotiated anticipating that the work would be completed by December 31, 2010, which includes review time by the Department.

The SUBCONSULTANT shall commence work within 5 calendar days after date of Authority to Proceed. The work shall be completed and delivered to the Department through the CONSULTANT as set forth below or in the attached Project Schedule.

SECTION 4 - COMPENSATION

The SUBCONSULTANT shall receive payment for completing the work required of them in accordance with Section 2.86 of the STANDARD PROVISIONS subject to the Total Agreement Amount not to exceed \$22,039.84 as set forth in the table below:

The method of compensation is Cost Plus Fixed Fee.
 The complexity factor for this project is: 0.035.
 The overhead and fringe benefit rate is 135.54%.

<u>SUBCONSULTANT</u>	<u>AMOUNT*</u>	<u>FIXED FEE*</u>	<u>QC/QA*</u>	<u>PHASE III*</u>
Lin Engineering, Ltd.				
LABOR	\$15,120.73	\$1,996.76	\$605.56	
DIRECT COST	\$ 6,736.80			
TOTAL AGREEMENT AMOUNT	\$21,857.53			

*Note: The fixed fee, QC/QA and Phase III costs are included in the amount column.

A Start-up Agreement was authorized on . This Agreement supercedes and includes all costs previously negotiated at the time the Start-up Agreement was authorized.

Provisional Rate. The provisional rate for fringe benefit and overhead for actual cost plus fixed fee method of payments as shown above has been used for the interim to establish the total agreement cost and is(are) the maximum rate(s) allowable for invoicing the Department. At the conclusion of the project, the actual additive rate for fringe benefit and overhead will be determined by the Department's audit if the costs were based on a or actual cost plus fixed fee method of payment. If the rate(s) differ from the provisional rate specified above, the audited rate(s) will be applied to the payroll for the work completed in that fiscal year as shown on the approved progress reports for variable lump sum or audited payroll amount in that fiscal year for actual cost plus fixed fee method of payment.

Modification/Amendments. The prime compensation may be increased or decreased by subsequent agreement between the parties if there is a major change in the scope, character or complexity of the work. The prime compensation also may be adjusted under the terms of Section 2.21 of the STANDARD PROVISIONS, except for the fixed fee, if the work extends more than six months beyond the anticipated date of completion. The SUBCONSULTANT will be reimbursed the adjusted rates for only that part of the work remaining to be completed at the time they submit the written request.

SECTION 5 - OBLIGATIONS & PAYMENTS

Available Funds/General Assembly. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

Consultant Payments. The CONSULTANT, upon payment by the STATE, shall pay all the monies due the SUBCONSULTANT(s) and/or vendor(s).

Consultant Address. The SUBCONSULTANT will use the address listed below for all billing, invoicing and receiving payment(s) from the CONSULTANT.

Lin Engineering, Ltd.
210 West Chestnut
Chatham, Illinois 62629

SUBMITTAL REVIEW COMMENTS FORM

Project Name:	Bridge Street over North Shore Channel		RESPONSES FOR ACTION REQ'D A: AGREE FULLY WILL COMPLY. B: AGREE PARTLY WITH, AS NOTED EXCEPTIONS. C: DISAGREE FULLY. REASONS ARE NOTED. D: COMMENT HAS BEEN SUPERCEDED BY PROJECT DEVELOPMENT. E: QUESTION ONLY. ANSWER THE QUESTION.				
Benesch Project No.:	10055						
Milestone:	Phase I Prime Agreement						
Consultant:	Benesch						
Reviewing Agency:	IDOT Bureau of Local Roads & Streets (BLRS)						
Date of Review:	6/7/2010						
	NO.	REVIEWED BY:	COMMENTS	RESPONSE BY:	ACTION REQ'D	RESPONSES	CURRENT STATUS (OPEN/ CLOSED)
	1.	Temi Latinwo	The total hours of 1,759 appear to be satisfactory. Total cost for all work included on Page 5 must be the same as the Total on Exhibit A.	MRB	A		Closed
	2.	Temi Latinwo	Provide supporting documentation for in-house direct cost of \$4,613.20, which should illustrate quantities, unit price, and total. Currently, the vehicle rate is limited to \$45/day or \$0.50/mile.	MRB	A		Closed
	3.	Temi Latinwo	Provide an exhibit showing hourly rate range (from-to) for the consultant's regular staff for each classification of employee, which should not include payroll burden, fringe rate, or overhead/expense rate.	MRB	A		Closed
	4.	Temi Latinwo	Include in the Agreement the Subconsultant Agreements for Services by Others along with back-up cost estimates with manhours for Cooper Civil Engineering in the amount of \$13,334.78; Geo Services, Inc. in the amount of \$22,066.38; and Lin Engineering in the amount of \$22,039.84.	MRB	A		Closed
	5.	Temi Latinwo	Exhibit A of BLR 05610 usign cost plus fixed fee should indicate the following: <ul style="list-style-type: none"> The approved rates on file with the Department's Office of Finance and Administration - Audit Section for overhead rate; and Complexity Factor R = 0.00 for computing profit. Please note that profit must not be greater than the maximum allowable based on the formula contained in the Bureau of Local Roads and Streets Circular Letter Number 04-04 dated February 20, 2004. 	MRB	B	<ul style="list-style-type: none"> The approved rates sheet is attached. Will comply with a Complexity Factor of 0.00. The Bureau of Local Roads and Streets Circular Letter Number 04-04 dated February 20, 2004 discusses Direct Labor Multiplier projects. This is a Cost Plus Fixed Fee Project. 	Closed
	6.	Temi Latinwo	Include a project schedule indicating the anticipated starting and ending dates for performing the engineering services.	MRB	A	Per discussion with the City of Evanston, the schedule has been revised to reflect a November 2012 letting date. A revised Job Request Form is also attached.	Closed
	7.	Temi Latinwo	Include the letter from the city as to their selection process of the consultant.	MRB	B	The letter will be forwarded to you directly from the City of Evanston.	Open
	8.	Temi Latinwo	Please submit a Project Notification and Review Form (BDE 2126) to the Chicago Metropolitan Agency for Planning (CMAP) for area-wide clearinghouse. If you have any questions regarding the application process, please contact Dawn Thompson, Associate Planner, at (312) 454-0400.	MRB	B	Will submit this form upon Notice to Proceed.	Open



Federally Funded: Yes No Supplement Yes No No. for

Funding Type(s)			
Fund	Percent	Fund	Percent
Highway Bridge Program (HBP)	80/20		

ITEP Number: _____ HPP Bill Number: _____

Marked Route Designation: _____

Street Name: Bridge Street

Limits: McCormick Boulevard to Brown Street

Type of Work: Bridge Rehabilitation Bridge Structure Number: 016-6953

County: Kane Lake Cook DuPage McHenry Will Various Regional Council North Shore

Local Agency: City of Evanston

MFT Section Number: 08-00251-00-BR

TIP ID: 02-09-0020

Estimate of Const. Cost: \$2,400,000.00

Target Letting Date: November 2012

Project Funding Table							
	Job Number	Project Number	State Fiscal Yr	Est. Total Cost	Federal Participation	Local Participation	State Participation*
<input checked="" type="checkbox"/>	P 91	398-08	BRM-9003(008)	2010	\$274,800	\$219,840	\$54,960
<input type="checkbox"/>	R 91						
<input checked="" type="checkbox"/>	D 91	398-08	BRM-9003(009)	2012	\$250,000.00	\$200,000.00	\$50,000.00
<input checked="" type="checkbox"/>	C 91	398-08	BRM-9003(010)	2013	\$2,400,000.00	\$1,920,000.00	\$480,000.00
		Construction Engineering		2013	\$240,000.00	\$192,000.00	\$48,000.00

Contract Number _____
 State Section Number _____

Contact / General Information

IDOT Engineer: K. Stallworth at kevin.stallworth@illinois.gov
 Bridge Program Manager: Chad Riddle Bridge PM Email: charles.riddle@illinois.gov
 Program Administrator: Chris Staron Administrator Email: cstaron@nwmc-
 Local Agency Contact Name: Sat Nagar/Paul Schneider Local Agency Phone: (847)866-2967/4488291
 Local Agency Contact Email: snagar@cityofevanston.org/pschneider@cityofevanston.org
 Consultant Company Name: Alfred Benesch & Company Consultant Contact: David Morrill
 Consultant Contact Email: dmorrill@benesch.com Consultant Phone: 312-565-0450
 Date Submitted: 03/18/2008 Date Revised: 6/16/2010 Date Completed: 06/16/2010

Comments: Project includes widening for a bike path.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Alfred Benesch & Company
PRIME/SUPPLEMENT Prime

DATE 06/15/10
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 7/1/2010
RAISE DATE 1/1/2011

OVERHEAD RATE 143.17%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2010 - 1/1/2011

1/2/2011 - 7/1/2011

6
12

6
12

= 50.00%
= 1.0150

51.50%

1.50%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Alfred Benesch & Comp DATE
Prime

06/15/10

ESCALATION FACTOR 1.50%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$70.00	\$70.00
Senior Project Manager	\$62.89	\$63.83
Project Manager I	\$43.60	\$44.25
Sr. Project Engineer	\$46.10	\$46.79
Project Engineer II	\$35.35	\$35.88
Designer II	\$29.47	\$29.91
Sr. Surveyor	\$51.00	\$51.77
Sr. Party Chief	\$32.40	\$32.89
Party Chief	\$26.15	\$26.54
Sr. Technologist	\$32.50	\$32.99
Project Assistant I	\$20.30	\$20.60
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Alfred Benesch & Company
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 06/15/10

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			CE Documentation			Reports			Meetings			Coordination			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	23.77	1.35%	0.94	7.24	2.00%	1.40	9.08	1.00%	0.70							3.25	5.00%	3.50
Senior Project Manag	63.83	55.64	3.16%	2.02	10.86	3.00%	1.92	9.08	1.00%	0.64	9	5.00%	3.19	16	10.00%	6.38	6.5	10.00%	6.38
Project Manager I	44.25	334.9	19.00%	8.41	54.3	15.00%	6.64	136.2	15.00%	6.64	36	20.00%	8.85	32	20.00%	8.85	26	40.00%	17.70
Sr. Project Engineer	46.79	397.55	22.56%	10.56	72.4	20.00%	9.36	181.6	20.00%	9.36	72	40.00%	18.72	32	20.00%	9.36	22.75	35.00%	16.38
Project Engineer II	35.88	380.15	21.57%	7.74	72.4	20.00%	7.18	181.6	20.00%	7.18	36	20.00%	7.18	72	45.00%	16.15	9.75	15.00%	5.38
Designer II	29.91	299.4	16.99%	5.08	72.4	20.00%	5.98	227	25.00%	7.48									
Sr. Surveyor	51.77	9.08	0.52%	0.27				9.08	1.00%	0.52									
Sr. Party Chief	32.89	16.32	0.93%	0.30	7.24	2.00%	0.66	9.08	1.00%	0.33									
Party Chief	26.54	9.08	0.52%	0.14				9.08	1.00%	0.27									
Sr. Technologist	32.99	127	7.21%	2.38	36.2	10.00%	3.30	90.8	10.00%	3.30									
Project Assistant I	20.60	109.36	6.21%	1.28	28.96	8.00%	1.65	45.4	5.00%	1.03	27	15.00%	3.09	8	5.00%	1.03			
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TOTALS		1762	100%	\$39.11	362	100%	\$38.07	908	100%	\$37.43	180	100%	\$41.03	160	100%	\$41.77	65	105%	\$49.34

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Cooper Civil Engineering, Ltd.
Prime

DATE 06/15/10
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 7/1/2010
RAISE DATE 1/1/2011

OVERHEAD RATE 120.00%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2010 - 1/1/2011

1/2/2011 - 7/1/2011

6
12

6
12

= 50.00%
= 1.0150

51.50%

1.50%

The total escalation for this project would be:

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Geo Services
PRIME/SUPPLEMENT Prime

DATE 06/15/10
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 7/1/2010
RAISE DATE 1/1/2011

OVERHEAD RATE 199.83%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2010 - 1/1/2011
6
12

1/2/2011 - 7/1/2011
6
12

= 50.00%
= 1.0150

51.50%

The total escalation for this project would be:

1.50%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Lin Engineering, Ltd.
PRIME/SUPPLEMENT Prime

DATE 06/15/10
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 7/1/2010
RAISE DATE 1/1/2011

OVERHEAD RATE 135.54%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2010 - 1/1/2011

1/2/2011 - 7/1/2011

$\frac{6}{12}$

$\frac{6}{12}$

= 50.00%
= 1.0150

51.50%

1.50%

The total escalation for this project would be:

AVERAGE HOURLY PROJECT RATES

FIRM Lin Engineering, Ltd.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 06/15/10

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Surveys			Inspections			QA/QC			Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	69.02	8	4.49%	3.10															
Project Manager	47.65	0												8	100.00%	69.02			
PLS	37.42	76	42.70%	15.98	70	45.45%	17.01												
Senior Engineer	38.74	0										6	100.00%	37.42					
Civil Engineer	28.28	10	5.62%	1.59				10	100.00%	28.28									
Technician	22.53	84	47.19%	10.63	84	54.55%	12.29												
		0																	
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TOTALS		178	100%	\$31.30	154	100.00%	\$29.30	10	100%	\$28.28	6	100%	\$37.42	8	100%	\$69.02	0	0%	\$0.00

**City of Evanston Division of Transportation
Bridge Street over North Shore Channel
Evanston, Illinois**

Summary of Direct Costs - Phase I

Firm	Direct Cost
Alfred Benesch & Co.	\$ 25,160
Cooper Civil Engineering, Ltd.	\$ 100
Geo Services, Inc.	\$ 13,814
Lin Engineering, Ltd.	\$ 6,737

TOTAL \$ 45,811

**City of Evanston Division of Transportation
 Bridge Street over North Shore Channel
 Evanston, Illinois**

Structure No.: 016-6953

Alfred Benesch & Company

ESTIMATE OF DIRECT COSTS

	Unit	Unit Cost	CE Documentation		Reports		Meetings		Coordination		QA/QC		Administration		Sub-Total	
			Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
I. CADD & REPRODUCTION																
A. COMPUTER AIDED DESIGN AND DRAFTING																
1. CADD PLOTTING MEDIUM; MYLAR (6 sq. ft. x \$6/sq.ft.)=\$36.00/plot	PLOT	\$36.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2. CADD PLOTTING MEDIUM; VELLUM (6 sq. ft. x \$2/sq.ft.)=\$12.00/plot	PLOT	\$12.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3. CADD PLOTTING MEDIUM; BOND (6 sq. ft. x \$1/sq.ft.)=\$6.00/plot	PLOT	\$6.00	0	\$0	100	\$600	50	\$300	0	\$0	0	\$0	0	\$0	0	\$0
B. REPORTS & SPECS AND REPRODUCTIONS																
1. REPRODUCTION OF PLANS																
24" X 36"	SHT	\$0.600	50	\$30	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$30
11" X 17"	SHT	\$0.160	300	\$48	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$48
Binding	SET	\$1.80	20	\$36	24	\$43	0	\$0	0	\$0	0	\$0	0	\$0	0	\$79
8 1/2" X 11"	SHT	\$0.08	500	\$40	500	\$40	1,000	\$80	200	\$16	0	\$0	0	\$0	0	\$176
C. MESSENGER AND MISCELLANEOUS																
1. OVERNIGHT DELIVERY:	EACH	\$25.00	10	\$250	10	\$250	0	\$0	0	\$0	0	\$0	0	\$0	0	\$500
2. MESSENGER:	PARCELS	\$50.00	4	\$200	2	\$100	0	\$0	0	\$0	0	\$0	0	\$0	0	\$300
SUBTOTAL				\$604		\$1,033		\$380		\$16		\$0		\$0		\$2,033
III. TRAVEL & LODGING																
A. VEHICLE:																
	DAYS	\$45.00	2	\$90	2	\$90	10	\$450	2	\$90	4	\$180	4	\$180	0	\$1,080
B. BOARD:																
	DAYS	\$25.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
C. LODGING:																
	NIGHT	\$55.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL				\$90		\$90		\$450		\$90		\$180		\$180		\$1,080
IV. MISCELLANEOUS SERVICES																
A. PUBLIC INFORMATION EXPENSES																
	LUSM	\$1,500.00	0	\$0	0	\$0	1	\$1,500	0	\$0	0	\$0	0	\$0	0	\$1,500
B. UNDERWATER INSPECTION																
	LUSM	\$9,073.28	0	\$0	1	\$9,073	0	\$0	0	\$0	0	\$0	0	\$0	0	\$9,073
C. ENVIRONMENTAL SURVEY																
	LUSM	\$4,422.01	0	\$0	1	\$4,422	0	\$0	0	\$0	0	\$0	0	\$0	0	\$4,422
D. THERMOGRAPHY AND CORES																
	LUSM	\$7,052.00	0	\$0	1	\$7,052	0	\$0	0	\$0	0	\$0	0	\$0	0	\$7,052
SUBTOTAL				\$0		\$20,547		\$1,500		\$0		\$0		\$0		\$22,047
TOTAL				\$694		\$21,670		\$2,330		\$106		\$180		\$180		\$25,160

SUMMARY OF INHOUSE DIRECT COSTS

Project: Benesch - Bridge Street Bridge

						<u>DIRECT</u>
Task 01 - Wetland Screening						
Task Total						\$ -
Task 02 - Screening Letter Report						
Reproduction	3 sets	x	20 x	\$ 0.03	= \$	1.80
Color copies	3 sets	x	5 x	\$ 0.10	= \$	1.50
Task Total						\$ 3.30
Task 03 - Agency Coordination						
Reproduction	3 sets	x	10 x	\$ 0.03	= \$	0.90
Color copies	3 sets	x	5 x	\$ 0.10	= \$	1.50
Task Total						\$ 2.40
Task 04 - PESA Screening						
Reproduction	3 sets	x	50 x	\$ 0.03	= \$	4.50
Color copies	3 sets	x	10 x	\$ 0.10	= \$	3.00
Task Total						\$ 7.50
GRAND TOTAL						\$ 13.20

P:\Proposal-2009\Benesch\Benesch Bridge Street Bridge DC.xls\Inhouse Direct Costs

SUMMARY OF OUTSIDE DIRECT COSTS

Project: Benesch - Bridge Street Bridge

					<u>OUTSIDE</u>
Task 01 - Wetland Screening					
Trips - Employee	35 miles	x	2 x	\$ 0.505 =	\$ 35.35
Maps/Aerials			1 x	\$ 25.00 =	\$ 25.00
Task Total					\$ 60.35
 Task 02 - Screening Letter Report					
Federal Express			1 x	\$ 15.50 =	\$ 15.50
Task Total					\$ 15.50
 Task 03 - Agency Coordination					
Task Total					\$ -
 Task 04 - PESA Screening					
Trips - Employee	35 miles	x	2 x	\$ 0.55 =	\$ 38.50
Record Search			1 x	\$ 90.00 =	\$ 90.00
Maps/Aerials			1 x	\$ 160.00 =	\$ 160.00
Federal Express			1 x	\$ 15.50 =	\$ 15.50
Task Total					\$ 304.00
 GRAND TOTAL					 \$ 379.85

P:\Proposal-2009\Benesch\Benesch Bridge Street Bridge DC.xls\Inhouse Direct Costs

DIRECT EXPENSES
Cooper Civil Engineering, Ltd.

City of Evanston
Bridge Street Bridge Widening Project
20-Jul-09

TASK	NUMBER				IN-HOUSE DIRECT COSTS	OUTSIDE DIRECT COSTS
	Photocopies \$ 0.10 ea	11x17 Plans \$ 1.50 ea	24x36 Plans \$ 2.50 ea	FedEx \$ 20.00 ea		
Task 9	0	0	0	0	\$ -	\$ -
Task 10	0	0	0	2	\$ -	\$ 40.00
Task 11	0	0	0	1	\$ -	\$ 20.00
Task 12	0	0	0	1	\$ -	\$ 20.00
Task 13	0	0	0	1	\$ -	\$ 20.00
Task 14	0	0	0	0	\$ -	\$ -
Total, 9-14	0	0	0	5	\$ -	\$ 100.00

TABLE 3
GSi DIRECT COSTS

Geo Services, Inc.

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DIRECT COST ITEM	Quantity	Unit	Unit Rate	Amount
<i>DRILLING</i>				
Joint Utility Meets	4	HOUR	\$ 100.00	\$ 400.00
Field Engineer	24	HOUR	\$ 90.00	\$ 2,160.00
Field Engineer - Overtime, Saturday and Night	-	HOUR	\$ 135.00	\$ -
Field Engineer - Sun. and Holidays	-	HOUR	\$ 180.00	\$ -
Boring Layout	4	HOUR	\$ 145.00	\$ 580.00
Support Truck	3	DAYS	\$ 50.00	\$ 150.00
Support Vehicle	4	DAYS	\$ 36.00	\$ 144.00
Flagman	-	HOUR	\$ 80.00	\$ -
Flagman - Overtime and Sat.	-	HOUR	\$ 120.00	\$ -
Flagman - Sun. and Holidays	-	HOUR	\$ 160.00	\$ -
Permits (at cost--price provided is estimate)	-	EACH	\$ 300.00	\$ -
Overnight Delivery	-	EACH	\$ 25.00	\$ -
Drilling (2 man crew)-day	24	HOUR	\$ 320.00	\$ 7,680.00
Drilling (2 man crew)-ATV	-	HOUR	\$ 365.00	\$ -
Drilling (2 man crew) - Overtime, Sat. and night	-	HOUR	\$ 480.00	\$ -
Drilling (2 man crew) - Sun. and Holidays	-	HOUR	\$ 640.00	\$ -
Bridge Deck Patch	-	EACH	\$ 50.00	\$ -
Signs, cones	3	DAY	\$ 125.00	\$ 375.00
Core Rig and Operator	-	HOUR	\$ 200.00	\$ -
Roadway Shoulder Closure - day	-	EA	\$ 200.00	\$ -
Roadway Lane Closure - day	-	EA	\$ 1,700.00	\$ -
Roadway Lane Closure - night (weekday)	-	EA	\$ 2,500.00	\$ -
Roadway Lane Closure - night (weekend)	-	EA	\$ 2,700.00	\$ -
Bentonite/Cement Grouting	230	FT	\$ 5.00	\$ 1,150.00
Core/Bore Patch	2	EACH	\$ 15.00	\$ 30.00
Vane Shear Equipment	-	DAY	\$ 200.00	\$ -
Rock Core Boxes (cardboard)	6	EACH	\$ 15.00	\$ 90.00
Lights	-	DAY	\$ 100.00	\$ -
Generator	-	DAY	\$ 150.00	\$ -

<i>DRILLING TOTAL</i>	\$ 12,759.00
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LABORATORY TESTING

Routine Sampling (vis, wc)	60	EA	\$ 5.00	EA	\$ 300.00
Atterberg Limits	2	EA	\$ 50.00	EA	\$ 100.00
Particle Size Analysis	2	EA	\$ 90.00	EA	\$ 180.00
Dry Density	25	EA	\$ 5.00	EA	\$ 125.00
Specific Gravity	-	EA	\$ 50.00	EA	\$ -
Organic Content - oven	-	EA	\$ 50.00	EA	\$ -
Organic Content - chemical	2	EA	\$ 100.00	EA	\$ 200.00
Rock Unconfined Compressive Strength	2	EA	\$ 75.00	EA	\$ 150.00
Laboratory Manager	-	HOUR	\$ 85.00	HOUR	\$ -
Laboratory Assistant	-	HOUR	\$ 65.00	HOUR	\$ -

<i>LABORATORY TESTING TOTAL</i>	\$ 1,055.00
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<i>DIRECT COST TOTAL</i>	\$ 13,814.00
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Lin Engineering, Ltd.
Direct Expenses

Bridge Street Bridge

In-House Direct Expenses

Item	Unit	Qty	Unit Cost	Total Cost
Mileage - Survey	MILE	566	\$ 0.500	\$ 282.80
Computer Time	HOUR	28	\$ 13.00	\$ 364.00

TOTAL COST \$ 646.80

Outside Direct Expenses

Item	Unit	Qty	Unit Cost	Total Cost
Snooper Rental	L SUM	1	\$ 5,000.000	\$ 5,000.00
Traffic Control	L SUM	1	\$ 1,090.00	\$ 1,090.00

TOTAL COST \$ 6,090.00

TOTAL DIRECT COSTS \$ 6,736.80

alfred benesch and company

Midwest Region

Hourly Rate Range - Consultant's Regular Staff

Effective 12/28/2009

Employee Classification	From	To	Weighted Average
Project Principal	\$80.00	\$90.00	\$83.33
Sr Project Manager	\$55.00	\$80.00	\$62.89
Project Manager II	\$39.80	\$55.00	\$50.29
Project Manager I	\$39.70	\$49.60	\$43.60
Sr Project Engineer	\$42.90	\$50.20	\$46.10
Project Engineer II	\$32.70	\$38.10	\$35.35
Project Engineer I	\$29.60	\$36.40	\$32.82
Senior Designer	\$33.10	\$38.00	\$35.43
Designer II	\$25.00	\$31.70	\$29.47
Designer I	\$23.00	\$29.30	\$27.24
Sr Resident Project Manager	\$51.20	\$52.20	\$51.67
Resident Project Manager II	\$45.70	\$50.20	\$47.95
Resident Project Manager I	\$40.50	\$40.50	\$40.50
Sr. Constr. Representative	\$35.40	\$42.30	\$40.05
Constr. Representative III	\$33.70	\$35.90	\$34.76
Constr. Representative II	\$29.40	\$31.70	\$30.58
Constr. Representative I	\$26.90	\$28.40	\$27.53
Resident Project Assistant	\$20.70	\$23.60	\$22.13
Sr Surveyor	\$51.00	\$51.00	\$51.00
Sr Party Chief	\$32.00	\$32.80	\$32.40
Party Chief	\$26.00	\$26.30	\$26.15
Surveyor	\$37.10	\$37.10	\$37.10
Survey Assistant	\$18.00	\$18.00	\$18.00
Sr Inspector	\$28.50	\$36.00	\$32.25
Inspector II	\$24.70	\$24.70	\$24.70
Sr Technical Specialist	\$41.70	\$42.70	\$42.30
Technical Specialist I	\$20.00	\$25.00	\$22.87
Sr Technologist	\$28.00	\$34.80	\$32.50
Technologist II	\$22.10	\$28.00	\$25.75
Technologist I	\$23.30	\$23.30	\$23.30
Business Development Manager	\$28.80	\$28.80	\$28.80
Business Development Coordinator	\$19.50	\$19.50	\$19.50
Business Development Assistant	\$17.40	\$17.40	\$17.40
Office Manager	\$26.20	\$26.20	\$26.20
Division Admin Assist I	\$15.00	\$15.60	\$15.30
Project Assistant I	\$18.80	\$21.80	\$20.30
Office Assistant	\$21.20	\$21.20	\$21.20

**Bridge Street over the North Shore Channel
 City of Evanston - Division of Transportation
 Evanston, Illinois
 Structure No. 016-6953**

Estimated Phase I, II & III Schedule

Item	2010												2011												2012											
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
Surveys/Soil Borings/Environmental		■	■				■																													
Bridge Condition Report			■	■	■																															
Project Development Report				■	■	■	■	■	■	■	■																									
Design Approval										■	■	■	■	■	■																					
Pre-Final Plans and Specifications																																				
Final PS&E																																				
Service Bulletin																																				
Letting																																				
Award																																				
Construction in 2013																																				

Notes:
 ■ Work not in Contract