

January 28, 2013.

10-R-13

A RESOLUTION

Authorizing the City Manager to sign the Local Agency Agreement with the Illinois Department of Transportation, and the Preliminary Engineering Services Agreement with Hampton, Lenzini and Renwick, Inc., for Federal Participation in the Phase I Engineering of Dempster Street Traffic Signal Upgrade and Coordination Project

WHEREAS, the City of Evanston and the Illinois Department of Transportation (hereinafter "IDOT"), desire to promote safe and efficient roadway system, through the Preliminary Engineering services to upgrade and coordinate the traffic signals on Dempster Street (see map, attached hereto as Exhibit A, said services to be identified as State Section: 12-00262-00-TL, State Job: P-91-467-12, and Project Number: CMM-4003(046) and hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT 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 secure Federal funds committed to improve this PROJECT; and

WHEREAS, the City would like to enter into an Agreement with consultants Hampton, Lenzini and Renwick, Inc., to provide preliminary engineering services; and

WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to enter into said Agreements,

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

SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk hereby authorized to attest to the Local Agency Agreement made with the Illinois Department of Transportation, attached hereto as Exhibit B, and the Preliminary Engineering Services with Hamtpton, Lenzini and Renwick, Inc., attached hereto as Exhibit C, and all made a part hereof.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreements as may be determined to be in the best interests of the City, and in a form approved by the Corporation Counsel.

SECTION 3: That this Resolution 10-R-13 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: February 11, 2013

EXHIBIT A

Project Location Map

EXHIBIT B

Local Agency Agreement for Federal Participation

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Evanston	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 12-00262-00-TL	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-467-12	CMM-4003(046)		

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 Dempster Street Route FAU 3727 Length 1 mile
 Termini Fowler Avenue to Ridge Avenue

Current Jurisdiction STATE Existing Structure No N/A

Project Description

All Phase I Preliminary Engineering to modernize and interconnect traffic signals at intersections with Fowler Avenue, Hartrey Avenue, Evanston Plaza and Dodge Avenue. Update signal controllers and pedestrian signals at intersections with Asbury Avenue and Ridge Avenue. Analyze potential bus turning movements to access Evanston Plaza.

Division of Cost

Type of Work	STA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering	24,000	()		()	42,049	(BAL)	66,049
Construction Engineering		()		()		()	
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 24,000		\$		\$ 42,049		\$ 66,049

*Maximum FHWA (STA) participation 80% not to exceed \$24,000

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 expends \$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 expend 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.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

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) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) 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.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) 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.
- (5) 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.
- (6) 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 exhibits indicated above.

APPROVED

Local Agency

Wally Bobkiewicz

Name of Official (Print or Type Name)

City Manager

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is 36-6005870 conducting business as a Governmental Entity.

DUNS Number 074390907

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

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

William R. Frey, Interim Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

Date

Matthew R. Hughes, Director of Finance and Administration

Date

EXHIBIT C

Preliminary Engineering Services Agreement for Federal Participation

Local Agency City of Evanston	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Hampton, Lenzini and Renwick, Inc.
County Cook				Address 380 Shepard Drive
Section 12-00262-00-TL				City Elgin
Project No. CMM-4003(046)				State IL
Job No. P-91-467-12				Zip Code 60123
Contact Name/Phone/E-mail Address Rajeev Dahal 847-448-8159 RDahal@cityofevanston.org				Contact Name/Phone/E-mail Address Diane Lukas 847-697-6700 DLukas@hlreng.com

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 Dempster Street Traffic Signals Route FAP 377 Length 1 mile Structure No. n/a

Termini From Fowler Avenue to Ridge Avenue

Description Phase I / Preliminary Engineering to modernize and interconnect traffic signals at intersections with Fowler Avenue, Hartrey Avenue, Evanston Plaza and Dodge Avenue. Update signal controllers and pedestrian signals at intersections with Asbury Avenue and Ridge Avenue. Analyze potential bus turning movements to access Evanston Plaza.

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

9. The undersigned certifies neither the ENGINEER nor I have:
- 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 borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

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

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

III. IT IS MUTALLY AGREED,

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

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

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

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

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

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

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc.	36-2555986	\$45,634.95
Sub-Consultants:	TIN Number	Agreement Amount
Rubino Engineering, Inc..	80-0450719	\$10,000.00
Prairie Analytical Systems, Inc.	37-1312226	\$6,420.00
Quality Counts, Inc.	74-3073687	\$3,450.00
	Sub-Consultant Total:	\$19,870
	Prime Consultant Total:	\$46,178.46
	Total for all Work:	\$66,048.46

Executed by the LA:

City of Evanston

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

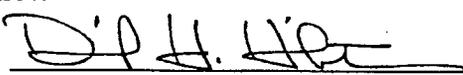
Title: _____

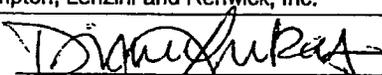
(SEAL)

Executed by the ENGINEER:

ATTEST:

Hampton, Lenzini and Renwick, Inc.

By: 

By: 

Title: CEO

Title: President

Exhibit A - Preliminary Engineering

Route: Dempster Street (Fowler to Ridge)
 Local Agency: City of Evanston
 (Municipality/Township/County)
 Section: 12-00262-00-TL
 Project: CMM-4003(046)
 Job No.: P-91-467-12

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 146.76 %
 Complexity Factor (R) 0.00
 Calendar Days 365

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 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
Data Collection	ES	11.00	\$52.31	\$575.41	\$844.47	\$3,450.00	\$343.82	\$255.73	\$5,469.43
Data Collection	E9	9.00	\$50.18	\$451.62	\$662.79	\$10,000.00	\$0.00	\$161.59	\$11,276.00
Data Collection	E7	5.00	\$44.90	\$224.50	\$329.47	\$6,420.00	\$0.00	\$80.32	\$7,054.29
Data Collection	E1	8.00	\$24.31	\$194.48	\$285.41	\$0.00	\$0.00	\$69.58	\$549.47
Data Collection	T4	50.00	\$25.17	\$1,258.50	\$1,846.97	\$0.00	\$0.00	\$450.29	\$3,555.76
Data Collection	T2	85.00	\$19.67	\$1,671.95	\$2,453.75	\$0.00	\$0.00	\$598.22	\$4,723.92
Phase I Engineering	ES	6.00	\$52.31	\$313.86	\$460.62	\$0.00	\$36.63	\$117.61	\$928.72
Phase I Engineering	E7	68.00	\$44.90	\$3,053.20	\$4,480.87	\$0.00	\$0.00	\$1,092.44	\$8,626.51
Phase I Engineering	E5	8.00	\$36.37	\$290.96	\$427.01	\$0.00	\$0.00	\$104.10	\$822.07
Phase I Engineering	E4	44.00	\$34.91	\$1,536.04	\$2,254.29	\$0.00	\$0.00	\$549.59	\$4,339.92
Phase I Engineering	E1	44.00	\$24.31	\$1,069.64	\$1,569.80	\$0.00	\$0.00	\$382.71	\$3,022.15
Phase I Engineering	T5	22.00	\$29.33	\$645.26	\$946.98	\$0.00	\$0.00	\$230.87	\$1,823.11
Phase I Engineering	T2	12.00	\$19.67	\$236.04	\$346.41	\$0.00	\$0.00	\$84.45	\$666.90
Coordination/Meetings	ES	32.00	\$52.31	\$1,673.92	\$2,456.64	\$0.00	\$306.36	\$643.35	\$5,080.27
Coordination/Meetings	E7	16.00	\$44.90	\$718.40	\$1,054.32	\$0.00	\$0.00	\$257.04	\$2,029.76
Coordination/Meetings	E1	16.00	\$24.31	\$388.96	\$570.83	\$0.00	\$0.00	\$139.17	\$1,098.96
Coordination/Meetings	T5	32.00	\$29.33	\$938.56	\$1,377.43	\$0.00	\$0.00	\$335.81	\$2,651.80
Project Administration	PR	14.00	\$58.89	\$824.46	\$1,209.97	\$0.00	\$0.00	\$294.99	\$2,329.42
Totals		482.00		\$16,065.76	\$23,578.03	\$19,870.00	\$686.81	\$5,847.86	\$66,048.46

EXHIBIT A

DF-824-039
REV 12/04

AVERAGE HOURLY PROJECT RATES

FIRM Hampton, Lenzini & Renwick, Inc.
Project Dempster Street
PRIME/SUPPLEMENT Prime

DATE 01/24/13

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Data Collection			Phase I Engineering			Coordination/Meetings			Project 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	58.89	14	2.90%	1.71										14	100.00%	58.89			
Engineer Specialist	52.31	49	10.17%	5.32	11	6.55%	3.42	6	2.94%	1.54	32	33.33%	17.44						
Engineer 9	50.18	9	1.87%	0.94	9	5.36%	2.69												
Engineer 8	47.76	0																	
Engineer 7	44.90	89	18.46%	8.29	5	2.98%	1.34	68	33.33%	14.97	16	16.67%	7.48						
Engineer 6	40.68	8	1.66%	0.68				8	3.92%	1.60									
Engineer 5	36.37	0																	
Engineer 4	34.91	44	9.13%	3.19				44	21.57%	7.53									
Engineer 3	28.48	0																	
Engineer 2	26.62	0																	
Engineer 1	24.31	68	14.11%	3.43	8	4.76%	1.16	44	21.57%	5.24	16	16.67%	4.05						
Technician 7	35.78	0																	
Technician 6	30.39	0																	
Technician 5	29.33	54	11.20%	3.29				22	10.78%	3.16	32	33.33%	9.78						
Technician 4	25.17	50	10.37%	2.61	50	29.76%	7.49												
Technician 3	23.18	0																	
Technician 2	19.67	97	20.12%	3.96	85	50.60%	9.95	12	5.88%	1.16									
Technician 1	11.97	0																	
Clerical 2	26.41	0																	
Clerical 1	17.49	0																	
Accounting	28.47	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		482	100%	\$33.40	168	100.00%	\$26.05	204	100%	\$35.19	96	100%	\$38.75	14	100%	\$58.89	0	0%	\$0.00



EXHIBIT C
City of Evanston - Dempster Street Signals & Interconnect
Phase I Engineering & SCAT
Anticipated Scope of Services

The scope of the proposed project includes replacement of existing traffic signal equipment with modernized equipment at the intersections of Dempster Street with Fowler Avenue, Hartrey Avenue, the Evanston Plaza Entrance and Dodge Avenue. These four signalized intersections will be interconnected for coordinated operation. An interconnect between Dodge Avenue and Asbury Avenue will be evaluated. The proposed signal control equipment will accommodate Transit Signal Priority (TSP) programming in anticipation of the upcoming PACE Route 250 Arterial Rapid Transit project. In addition, the traffic signal control equipment at the intersections of Dempster Street with Asbury Avenue and Ridge Avenue will be evaluated and potentially upgraded to TS-2 Type 1 NTCIP controllers with TSP firmware. HLR's services include data collection and preparation of Phase I engineering in the required format for Federal CMAQ funding. HLR's design efforts will be supported by Regina Webster Associates, Rubino Engineering and Prairie Analytical Systems, three certified DBE/WBE engineering and testing firms. The proposed design will avoid the need for proposed right-of-way and any potential impacts within the Ridge Historic District.

Task	Description	Hours by Employee Classification										Direct Cost
		PR	ES	E9	E7	E6	E4	E1	T5	T4	T2	
I. Data Collection												
a.	Engineering site visit, check existing equipment / cabinets / intersection approaches, identify locations for ADA / PROWAG evaluation, take project photos, confirm survey requirements.		6					6				\$ 55.50
b.	Meet with City engineering staff to collect / review GIS database info, water & sewer atlases, as-built traffic signal & pavement marking plans, most recent 3 years of crash data.		3									
c.	Topographic survey with sufficient detail (GPS) to design new signals and determine interconnect conduit location. Survey from 300' W of Fowler to 300' east of Dodge, plus 300' north & south along Dodge and 100' north & south along Fowler, Hartrey and Plaza Entrance. <i>State Plane horizontal and vertical control will not be required.</i>			2						53		\$ 270.00
d.	Plot survey data, prepare base plan sheets for traffic signal and interconnect plans.									32		
e.	Conduct AM, mid-day, PM traffic counts at Dempster Street's intersections with Fowler, Hartrey, Plaza Entrance, Dodge, Asbury and Ridge. Video counting service by Quality Counts will be used. Counts will include vehicles, bicycles and pedestrians. <i>Task by Quality Counts, Inc.</i>				1							\$ 3,450.00
f.	Download, collate and review traffic count data.							2				
g.	Conduct Clean Construction or Demolition Debris (CCDD) soil borings and analysis for contaminants, prepare a letter report with exhibits providing the results and recommendations for disposal of contaminated soils, if present.											
	1) Obtain and review Environmental Database Report.									2		\$ 300.00
	2) Soil borings on corners at Fowler, Hartrey, Evanston Plaza and Dodge Avenue. <i>Equipment and drilling by Rubino Engineering Inc. Soil sample handling and PID field testing by HLR, Inc.</i>			2						32		\$ 10,000.00
	3) Analytical laboratory services. Testing of 10 samples assumed. <i>Task by Prairie Analytical Systems, Inc.</i>			2						2		\$ 6,420.00
	4) Analyze test results and prepare report of findings. <i>Task by HLR, Inc.</i>			3						14		
h.	Prepare for and attend project kick-off meeting with IDOT Bureau of Local Roads. Prepare and circulate meeting minutes.		2		4							\$ 18.32
Task I Sub-Total =		0	11	9	5	0	0	8	0	50	85	\$ 20,513.82
II. Phase I Engineering												
a.	Prepare and conduct Synchro models and HCS analyses of AM, mid-day and PM peak periods for the four west end intersections.					8		8				

Task	Description	Hours by Employee Classification										Direct Cost	
		PR	ES	E9	E7	E6	E4	E1	T5	T4	T2		
b.	Prepare and submit environmental Survey Request / Special Waste Review Request. Environmental database search results obtained in Task 1.g.1) will be submitted to IDOT as part of this process..				2		4						
c.	Prepare for and attend one IDOT/FHWA coordination meeting for Categorical Exclusion Group I processing concurrence. Prepare and circulate meeting minutes.				4							\$	18.32
d.	Review most recent 5 years crash data for the project. Prepare an analysis for the Project Development Report.				4			6		12			
e.	Prepare an Intersection Design Study for Dempster Street at the Evanston Plaza Entrance. Evaluate potential turns by PACE buses.				8			22	22				
f.	Prepare an analysis of impacts and costs to upgrade the existing hand/man ped signals at Asbury and at Ridge to countdown ped signals.		4		4								
g.	Prepare for and attend one IDOT BLR coordination meeting at the IDOT office. Prepare and circulate meeting notes.		2		4							\$	18.32
h.	Prepare a Phase I - level estimate of probable cost. Estimate will be structured to allow staging decisions to be made if the total cost may exceed the programmed budget.				2			8					
i.	Prepare and submit Cat-Ex Group I Project Development Report (BLR 22211) with appropriate exhibits for IDOT - District 1 approval.				40		40						
Task II Sub-Total =		0	6	0	68	8	44	44	22	0	12	\$	36.63

III. Coordination and Local Meetings

a.	Prepare for and attend four coordination meetings with City engineering staff. Prepare and circulate meeting notes.		16		8			8				\$	204.24
b.	Prepare for and attend an evening public information meeting. Meeting is anticipated to be open-house format with exhibit boards and a slide show presentation. Prepare and circulate meeting notes.		8		8			8	24			\$	51.06
c.	Prepare for and attend an evening Historic Preservation Commission meeting. Prepare and circulate meeting notes.		8						8			\$	51.06
Task III Sub-Total =		0	32	0	16	0	0	16	32	0	0	\$	306.36

IV. Project Administration

a.	Preparation of agreement documents and exhibits for a federally-funded project, including BLR 05310, BLR 05610 and City of Evanston Professional Services Agreement.		8										
b.	Project administration - resource scheduling, review of budgets, preparation of progress reports and IDOT cost reimbursement requests, invoicing.		6										
Task IV Sub-Total =		14	0	0	0	0	0	0	0	0	0	\$	-

Total Engineering Hours = 14 49 9 89 8 44 68 54 50 97 \$ 20,856.81

Reimbursible Costs (Subcontractor - QC) =	\$ 3,450.00
Reimbursible Costs (DBE Subconsultant - REI) =	\$ 10,000.00
Reimbursible Costs (DBE Subconsultant - PAS) =	\$ 6,420.00
Reimbursible Costs (Environmental Database Search) =	\$ 300.00
Reimbursible Costs (Vehicle Expense) =	\$ 686.81

November 16, 2012

To: Erica Spolar
Vice President, Environmental
Engineering Manager
Hampton Lenzini and Renwick Inc.
1335 Lakeside Drive, Unit 4
Romeoville, IL 60446
P 847.997.1211

Re: Soil Sampling Services
Dempster Street
Soil Sampling

Proposal No. Q12.215g Rev1

Via email: espolars@hlreng.com

Dear Ms. Spolar,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a request for proposal from Erica Spolar of HLR on November 15, 2012 and the following outlines our understanding of the scope of services:

Soil Sampling Locations



DEMPSTER STREET (EVANSTON) CCDD TEST LOCATIONS:

FOWLER AVE (8 BORINGS)

HARTREY AVE (8 BORINGS)

EVANSTON PLAZA ENTRANCE (6 BORINGS)

DODGE AVE (8 BORINGS)

Scope of Services

- Field soil sampling using a GeoProbe model 420
 - Locations will be offset approximately 10 feet from the roadway therefore pavement coring is not included in the scope of this proposal
 - Thirty (30) locations will be sampled to a depth of 10 feet below existing grade
- If a representative from HLR is not onsite during sampling, Rubino will bag the samples and transport them back to our lab for HLR pickup.

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be lump sum based on the scope of services described herein.

GeoProbe Rental:	\$2,500.00
Mobilization:	\$500.00
<u>Two-man crew:</u>	<u>\$7,000.00</u>
Total:	\$10,000.00

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

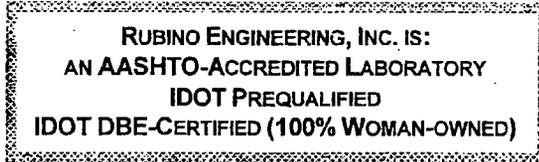
CLOSING

We appreciate the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,
RUBINO ENGINEERING, INC.


Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com



AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____, 2012.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

Email: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanic's lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. WARRANTY: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.

12. EMPLOYEES/WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

14. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Contact: Diane Billings
ph: 847-651-2604
fax: 847-458-9680

HLR Engineering
380 Shepard Dr.
Elgin IL 60123
Phone: 847 697 6700

Karen Kase

Analysis	Method	Matrix	Fee per Sample	Qty	Extended
Volatiles	8260	Soil	105.00	1	\$105.00
Semivolatiles	8270	Soil	210.00	1	\$210.00
PCB's	8082	Soil	70.00	1	\$70.00
pH	9045	Soil	10.00	1	\$10.00
5035 Kit	5035	Soil	9.80	1	\$9.80
SPLP RCRA Metals	1312/6020	Soil	130.00	1	\$130.00
Testing Cost Per Sample					\$535.00
Estimated Number of Samples to be Tested				12	
Project Total					\$6,420.00

The prices included in this quotation include all sample containers and coolers required for sample submission.

Normal TAT is 7 - 10 working days. Pick ups at the site are at no charge. Our standard PDF report as well as a "TACO" report format will be provided at no

*Endothall is analyzed utilizing a modified method. Alcohols are subcontracted. Aldicarb is reported at the MDL and case narrated as it can not meet the MAC.

Prairie Analytical Systems, Inc.'s payment terms are Net 30 from the date of the invoice unless other arrangements have previously been made with you or your Accounting

ESTIMATE



ESTIMATE #: 108846
 DATE: 1/23/2013

BILL TO: HLR Engineering
 380 Shepard Drive
 Elgin, IL 60123
 8476976700

ORDER NO	ORDER DATE	PROJECT NO	PAYMENT TERMS	ORDER BY
108846	1/23/2013	Dempster St	Due on receipt	Brien Funk

QTY	DESCRIPTION	DATE	RATE	TOTAL
12	1-Person Turning Movement Count 6 Location(s) for time period(s): 6:30 AM - 9:30 AM (Mid), 3:30 PM - 6:30 PM (Mid) - Ridge Ave -- Dempster St, Evanston, IL - Asbury Ave -- Dempster St, Evanston, IL - Dodge Ave -- Dempster St, Evanston, IL - Evanston Plaza Shopping Center -- Dempster St, Evanston, IL - Hartrey Ave -- Dempster St, Evanston, IL - Fowler Ave -- Dempster St, Evanston, IL		\$205.00	\$2,460.00
6	1-Person Turning Movement Count 6 Location(s) for time period(s): 11:00 AM - 1:00 PM (Mid) - Ridge Ave -- Dempster St, Evanston, IL - Asbury Ave -- Dempster St, Evanston, IL - Dodge Ave -- Dempster St, Evanston, IL - Evanston Plaza Shopping Center -- Dempster St, Evanston, IL - Hartrey Ave -- Dempster St, Evanston, IL - Fowler Ave -- Dempster St, Evanston, IL		\$150.00	\$900.00
6	DVD's		\$15.00	\$90.00
TOTAL				\$3,450.00
BALANCE DUE				\$3,450.00

Quality Counts, LLC
 7409 SW Tech Center Dr, STE 150
 Portland, OR 97223
 (877) 580-2212
 (503) 620-4545 (fax)
 qualitycounts.net



SCHEDULE OF WORK

Dempster Street Traffic Signals and Interconnect
City of Evanston, Illinois

Task	2013										2014	
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	
1 Data Collection & Survey	█											
2 Traffic & Geometric Analyses		█	█									
3 Special Waste Screen (ISGS)	█	█	█	█	█	█	█					
4 CCDD Soil Boring & Testing			█	█								
5 Phase I Engineering & Report		█	█	█	█	█	█	█	█			
6 Public Involvement				Hist.Pres.	█	Public Open House Meeting						
7 Meetings	█ A	█ B	█ C		█ D			█ E				
8 City Submittals & Reviews			█	█				█	█			
9 IDOT Submittals & Reviews					█	█			█	█		
10 IDOT Design Approval										█	█	

█ = Duration

* Schedule assumes Notice To Proceed on April 1, 2013.

- A Kick-off meetings with City staff & IDOT
- B IDOT/FHWA coordination meeting
- C Evanston staff coordination meeting
- D Evanston staff coordination meeting
- E Evanston staff coordination meeting

