

4/8/2016

28-R-16

A RESOLUTION

Authorizing the City Manager to Sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and a Professional Services Agreement with Stanley Consultants, Inc. for the Central Street Bridge Phase I Engineering Study

WHEREAS, the City of Evanston and Illinois Department of Transportation (hereinafter "IDOT"), in the interest of improving the columns and overall structure of the Central Street Bridge, are desirous of rehabilitating and/or replacing the existing Bridge Street structure over the North Shore Channel, said improvement to be identified as State Section Number: 16-00278-00-BR, State Job Numbers: P/D/C-91-301-16, and Project Numbers: BRM-9003(758)/(759)/(760), 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 City is desirous of entering into a preliminary engineering services agreement with IDOT for federal participation for the Project; and

WHEREAS, the City is desirous of entering into a professional services agreement with Stanley Consultants, Inc. 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 a preliminary engineering services agreement for federal participation with IDOT and a professional services agreement with Stanley Consultants, Inc.;

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

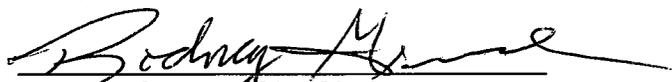
SECTION 1: That the City Manager is hereby authorized to sign and the City Clerk is hereby authorized to attest to the Preliminary Engineering Services Agreement for Federal Participation with IDOT, attached hereto as Exhibit 1 and incorporated herein by reference and the City of Evanston Professional Services Agreement for the Central Street Bridge Replacement/Rehabilitation Project Phase I Engineering with Stanley Consultants, Inc., attached hereto as Exhibit 2 and incorporated herein by reference.

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

SECTION 3: That this Resolution 28-R-16 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: APRIL 25, 2016

EXHIBIT 1

**Preliminary Engineering Services Agreement Between the
City of Evanston and Stanley Consultants, Inc.**

| | | | | |
|---|---|---|--|---|
| Local Agency City of Evanston | L O C A L A G E N C Y |  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation | C O N S U L T A N T | Consultant Stanley Consultants |
| County Cook | | | | Address 8501 West Higgins Road, Suite 730 |
| Section 16-00278-00-BR | | | | City Chicago |
| Project No. BRM-9003(758) | | | | State Illinois |
| Job No. P-91-301-16 | | | | Zip Code 60631 |
| Contact Name/Phone/E-mail Address Sat Nagar 847-866-2967 snagar@cityofevanston.org | | | | Contact Name/Phone/E-mail Address Paul Schneider 773-693-9624 schneiderpaul@stanleygroup.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 Central Street Bridge Improvement Route 9-1301 Length 0.1 mile Structure No. 016-6951

Termini Central Street Bridge over the North Shore Channel (Structure touch-down)

Description Prepare all necessary Phase I Engineering documents for the improvement of the structure in accordance with the findings of the Bridge Condition Report.

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 550 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.

Exhibit A - Preliminary Engineering

Route: Central Street Bridge over the North Shore
 Local Agency: City of Evanston
 (Municipality/Township/County)
 Section: 16-00278-00-BR
 Project: _____
 Job No.: _____

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

Overhead Rate (OH) 153.11 %
 Complexity Factor (R) 0.00
 Calendar Days 550

Method of Compensation:

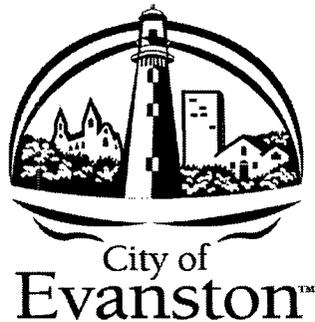
- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
- Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

Cost Estimate of Consultant's Services in Dollars

| Element of Work | Employee Classification | Man-Hours | Payroll Rate | Payroll Costs (DL) | Overhead* | Services by Others | In-House Direct Costs (IHDC) | Profit | Total |
|-----------------|-------------------------|-----------|--------------|--------------------|-----------|--------------------|------------------------------|--------|-------|
| See attached | | | | | | | | | |
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| Totals | | 0.00 | | | | | | | |

EXHIBIT 2

**Professional Services Agreement for the Central Street Bridge
Replacement/Rehabilitation Project Phase I Engineering**



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

**Central Street Bridge Replacement/ Rehabilitation Project
Phase I Engineering
RFQ Number: 16-08**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *Stanley Consultants Inc.*, with offices located at 8501 West Higgins Road, Suite 730, Chicago, IL 60631, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$ 438,008.49.

I. COMMENCEMENT DATE

Consultant shall commence the Services on the date of IDOT approval and FHWA authorization or no later than three (3) DAYS AFTER City executes and delivers this Agreement to the Consultant.

II. COMPLETION DATE

Consultant shall complete the Services within 18 months of FHWA authorization to proceed. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Qualifications No. # 16-08 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

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

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker’s Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCad Version 2007, PDF, ArtView, Word, Excel

spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

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

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference. Consultant is not responsible for any reuse of its work on another project or for purposes not intended by the work.

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

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating,

documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the extent that the negligent errors or omissions of Consultant is responsible for such a claim, to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

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

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

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any negligent act or omission, neglect, or misconduct in the performance of its Work or its subConsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting

therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's negligent performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or

use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

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

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

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law

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

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

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

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

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

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

A. The illegality of sexual harassment;

B. The definition of sexual harassment under State law;

C. A description of sexual harassment utilizing examples;

D. The Consultant's internal complaint process including penalties;

E. Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and

E. Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

- A.** Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.
- B.** Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.
- C.** If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.
- D.** Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).
- E.** In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.
- F.** Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- G.** If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.
- H.** Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

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

CONSULTANT:

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

By _____

By: _____

Its: _____

Its: City Manager _____

FEIN Number: _____

Date: _____

Date: _____

EXHIBIT A – Project Milestones and Deliverables

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

- I. **COMMENCEMENT DATE:** Date of FHWA Authorization
- II. **COMPLETION DATE:** 18 months from FHWA authorization to proceed
- III. **FEES:** N/A

IV. **SERVICES/SCOPE OF WORK:**

As defined in RFQ # 16-08 (Exhibit B) and Consultants Response to Proposal

(Exhibit C)

Dated: _____

Central Street Bridge Improvement
Stanley Consultants
Cost Estimate of Consultant Services

City of Evanston Public Works Agency
Central Street Bridge Improvement Project
Phase I Study
Scope of Services

Introduction

The Phase I Study involves the improvement of the Central Street Bridge over the North Shore Channel. The study is located in the City of Evanston in Cook County and is led by the City of Evanston (City). The purpose of the study is to identify improvements to the Central Street Bridge to enhance safety for the travelling public. The improvements could include major rehabilitation of the existing bridge or complete replacement with a new bridge. The project is anticipated to use federal funds (STP-Bridge) for Phase I engineering, Phase II design engineering and construction. The project will be processed through IDOT Bureau of Local Roads & Streets (BLR&S). The scope of work includes the following:

- Data Collection and Evaluation
- Utility and Permitting Coordination
- Topographic and Stream Survey
- Environmental Studies
- Stakeholder Involvement
- Crash and Safety Analysis
- Bridge Condition Reports
- Structural Type Studies
- Type Size and Location Plans
- Preliminary Bridge Design and Hydraulic Report
- Architectural Enhancements
- Geometric Studies
- Traffic Management Plan
- Drainage and Hydraulic Studies
- Cost Estimates
- Project Development Report (Categorical Exclusion II - BLR 22210)
- Public Meetings
- Geotechnical Investigations
- Meetings and Coordination
- Administration and Management
- QA / QC

The approximate project study limits are as follows:

- Central Street: Asbury Avenue to Ridge Avenue (1,200' total)

The project will be designed using Microstation Geopak software with Corridor Modeler. The following is a detailed description of work tasks.

Data Collection and Evaluation

The data collection effort includes the following:

- The CONSULTANT will obtain information from the City of Evanston and IDOT including GIS files, land use maps, zoning maps, soils and geological information, microfilm plans, flooding reports, existing right-of-way, drainage information, and utility plans.
- The CONSULTANT will acquire information from the MWRDGC for use in the Hydraulic studies.
- One field trip of the project area will be conducted.

City of Evanston Public Works Agency
Central Street Bridge Improvement Project
Phase I Study
Scope of Services

Utility and Permitting Coordination

The utility and permitting coordination effort includes the following:

- The CONSULTANT will initiate coordination with JULIE to obtain utility atlases for the project.
- The CONSULTANT will draft project initiation letters to all known utility owners present within the project limits and will maintain a database of ongoing coordination with utility owners.
- The CONSULTANT will research all permitting requirements associated with the project. Anticipated permitting agencies include: MWRDGC, IDNR-OWR, IEPA, USACOE,

Topographic Survey and Stream Survey

The CONSULTANT'S surveyor will perform the Topographic and Stream Survey in accordance with IDOT Procedures. See attached scope by Environmental Design International Inc. The CONSULTANT will review the survey during a field trip.

Environmental Studies

Environmental Design International Inc. (EDI) will prepare and submit an Environmental Survey Request (ESR) form with Attachments and Exhibits to IDOT BLR&S for processing. Based on a preliminary environmental screening, the environmental resources associated with the project may involve 4(f) and wetland impacts. See attached scope by Environmental Design International Inc.

IDOT will complete the PESA / PSI for the entire project.

Stakeholder Involvement

The stakeholder involvement scope of work includes the following:

- The CONSULTANT will prepare coordination letters to introduce stakeholders to the project.
- The CONSULTANT will attend a "dry run" meeting with the City prior to the stakeholder meetings.
- The CONSULTANT will attend three (3) Community Advisory Group (stakeholder) meetings to introduce the project, present the preliminary alternatives and preferred alternative.
- The CONSULTANT will attend three (3) Technical Advisory Group meetings, consisting of key City staff, to introduce the project, present the preliminary alternatives and preferred alternative.

Crash and Safety Analysis

EDI shall request crash data for the previous five years from IDOT. EDI will review the crash data and summarize crashes by year and major type to define trends and roadway deficiencies at each of the above intersections. Crash reports will be requested for crashes involving fatalities, pedestrians and bicyclists. See attached scope by Environmental Design International Inc.

Bridge Condition Reports

Bridge Inspection:

Bridge inspection will be conducted in accordance with IDOT's Bridge Condition Report Procedures & Practices manual and the IDOT Bridge Manual. Infrared thermography is included in the scope of work. Travel lane closures will be required for both infrared thermography of the bridge deck as well as during underdeck inspection while a snooper truck is on the deck and is included in the scope of work. The bridge inspections will either confirm or update the findings of past Structure Inspection Reports. All potential problems such as out-of-plumb elements, substructure movements, deterioration, section loss, delamination, and structurally significant cracks, heavy leaching, scour, undermining, and barrier condition will be reported, measured and accompanied by explanatory sketches and photographs to aid the evaluation of the recommended scope of work. Color photographs and descriptive sketches will be of sufficient number to cover the major conditions of this structure.

Bridge Condition Report:

A Bridge Condition Report (BCR) will be prepared in accordance with IDOT's Bridge Condition Report Procedures & Practices manual and the IDOT Bridge Manual. The BCR will include structure identification information, location map, color photos, description and exhibits detailing the existing physical conditions of the structure, description of the rehabilitation or reconstruction alternatives and past Structure Inspection Reports. In addition, the BCR will include a statement of any geometric or hydraulic improvement required. The BCR will also include a description of the preferred alternative with consideration given to roadway geometrics, future roadway usage, and other non-structure related considerations. In addition, a cost estimate for the proposed work and other information pertinent to the structure will be presented.

Structure Type Studies

The CONSULTANT will conduct a Structure Type Study to identify feasible bridge type alternatives and recommend the preferred bridge type. Since constructability will play a significant role in this project due to the high demand for emergency vehicle use, an alternative construction delivery method will also be included in this study. The type study will include the following steps:

1. The CONSULTANT will develop feasible alternatives. The anticipated alternatives will include conventional bridge types and signature bridge types.
2. The CONSULTANT will meet with the City to discuss the process used to select the feasible alternatives and request City input.
3. The CONSULTANT will evaluate methods of construction for the feasible bridge types. Both conventional staged construction and Accelerated Bridge Construction (ABC) methods will be evaluated.
4. Two feasible alternatives will be evaluated and a preferred bridge type and method of construction alternative will be developed with City concurrence.
5. The evaluation process will be well documented.

City of Evanston Public Works Agency
Central Street Bridge Improvement Project
Phase I Study
Scope of Services

Type, Size and Location Plans

The CONSULTANT will prepare a Type, Size and Location (TS&L) plan for the preferred alternative. The TS&L will be submitted to the IDOT Central Bridge Office for approval. Key elements of the TS&L include:

- Elevation and Plan View
- Cross Section through the Superstructure
- Substructure and Abutment details
- Construction staging details
- Special bridge features and aesthetic treatments

Preliminary Bridge Design and Hydraulic Report

The CONSULTANT will prepare a Preliminary Bridge Design and Hydraulic Report (BLR 10210) for review and comment. A draft and final report will be prepared.

Architectural Elements

The CONSULTANT will prepare conceptual architectural elements and aesthetic features for review and comment. Two alternatives will be developed for each of the features noted below:

- Bridge railing
- Bridge parapet
- Streetscaping and landscaping
- Lighting

Geometric Studies

The CONSULTANT will determine facility deficiencies based on information gathered. The CONSULTANT will complete alignment and geometrics plan studies; profile studies; typical cross-sections and details; and plot proposed geometrics and right-of-way for the preferred improvement. It is anticipated that one (1) plan and profile sheets at 1"=50' scale will be required for the preferred improvement. The CONSULTANT will determine right-of-way impacts in this task.

Traffic Management Plan

Environmental Design International Inc. (EDI) will prepare and submit a Traffic Management Plan (TMP) to the Bureau of Traffic for processing. The TMP will summarize traffic staging to accommodate the construction of the improvement. EDI will be responsible for the following related to the TMP:

- Preparation of typical sections for each stage of the maintenance of traffic.
- Prepare text of traffic maintenance and exhibits.
- Incorporate the FHWA Work Safety and Mobility Policy.

City of Evanston Public Works Agency
Central Street Bridge Improvement Project
Phase I Study
Scope of Services

Drainage and Hydraulic Studies

The scope of work for the proposed drainage studies will be based on maintaining the existing storm sewer system. The project deliverable will be a Location Drainage Technical Memorandum (LDTM) with associated exhibits. The CONSULTANT will develop an Existing Drainage Plan (EDP) that identifies drainage problems, sewer locations, and major drainage features. The CONSULTANT will then develop a Proposed Drainage Plan to illustrate recommended improvements. At this time only drainage structure adjustments are anticipated.

In the event that bridge replacement is the preferred alternative, the CONSULTANT will be responsible for developing a Hydraulic Report. EDI will complete a stream survey (see survey scope of work) of the North Shore Channel. Key elements of the Hydraulic Report will include:

- Hydraulic Report Data sheets
- Hydraulic Model provided by MWRDGC
- Hydraulic Model (Existing Conditions) – Utilizing MWRDGC Model
- Hydraulic Model (Proposed Conditions) – Utilizing MWRDGC Model
- Compensatory Storage Determination
- Scour Analysis

Cost Estimates

The CONSULTANT will prepare preliminary cost estimates for the preferred alternative to be submitted with the Draft Project Development Report. The final cost estimate will be revised and submitted with the Final Project Development Report.

Project Development Report

The CONSULTANT will compile exhibits, maps, tables, supplemental documents, and appendices. The CONSULTANT will prepare the Draft Project Development Report (PDR) utilizing form BLR 22210. The CONSULTANT will submit the following documents:

- Two paper copies and one PDF copy of the Draft PDR to the City for review. The CONSULTANT will revise the Draft PDR per City comments.
- Two paper copies of the revised Draft PDR to IDOT BLR&S.
- One paper copy and one PDF copy of the Final PDR to the City.
- Four paper copies of the Final PDR to IDOT BLR&S.

The cost for developing the PDR will include assembling all required documents, printing, binding, and delivering the reports.

City of Evanston Public Works Agency
Central Street Bridge Improvement Project
Phase I Study
Scope of Services

Public Meetings

- Prepare and attend two (2) public meetings.
 - The CONSULTANT will prepare the mailing lists, invitation, postcards, advertising, meeting handout, display exhibits, and audio / visual presentation.
 - The CONSULTANT will identify and secure the location for the public meeting.
 - The CONSULTANT will attend a “dry run” for the public meeting, attend the public meeting and answer questions
- The CONSULTANT will prepare a public meeting disposition of comments, prepare response newsletter and/or draft response letters.

Geotechnical Studies

- The CONSULTANT will coordinate with the geotechnical sub consultant to perform soil borings in accordance with the latest version of the Illinois Department of Transportation’s *Geotechnical Manual*. See attached scope by Interra, Inc

Meetings and Coordination

The CONSULTANT anticipates the following meetings for this project:

- Twelve (12) coordination meetings with the City of Evanston
- Three IDOT meetings (Kick-off, alternatives & preferred)
- Two FHWA/BDE meetings
- Three MWRDGC coordination meetings

The CONSULTANT will attend all of these meetings, prepare meeting minutes, and perform follow up to the meetings as needed.

Administration and Management

The CONSULTANT will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoice and progress reports.

QA/QC

The CONSULTANT shall implement their QA/QC policy.

City of Evanston
 Central Street Bridge Improvement
 Phase I Study
 Work-hour and Direct Cost Estimate

| TASK & DESCRIPTION | WORK HOURS | DIRECT COST |
|--|------------|------------------|
| 1 Data Collection and Evaluation | | |
| Data Collection Evanston GIS, Land Use, Zoning, School, Park, Fire and Sanitary Districts, etc. | 8 | |
| Review and Analyze Data from the City Existing BCR's and Inspection reports, Traffic Counts, Existing R.O.W., etc. | 8 | |
| Review and Analyze Data from the MWRD Existing Bridge Plans, Existing R.O.W., and other TARP information | 8 | |
| Review and Analyze Data from the IDOT and locals, etc. | 8 | |
| Determine Property Information for adjacent properties Field trips to area (includes taking photos & site check) 1 trip x 6 hours/trip x 2 persons | 12 | \$ 16.20 |
| SUBTOTALS = | 52 | \$ 16.20 |
| 2 Utility and Permit Coordination | | |
| JULIE Coordination | 4 | |
| Local Utility Phase I Coordination AT&T, Comcast, ComEd, NiCor, NU Fiber | 40 | |
| Permitting Agency Phase I Coordination | 24 | |
| SUBTOTALS = | 68 | \$ - |
| 3 Topographic Survey and Stream Survey | | |
| Provided by Environmental Design International Inc. (See Attached CECS) | | |
| Topographic Survey Coordination & Review | 8 | |
| Field trips to area (topo check) 1 trips x 6 hours/trip x 2 persons | 12 | \$ 16.20 |
| SUBTOTALS = | 20 | \$ 16.20 |
| 4 Environmental Studies | | |
| EDI Coordination | 4 | |
| PESA/PSI Investigation by IDOT | NA | |
| Historic Coordination | NA | |
| Determination of potential Section 4(f) issues, Wetland impacts and submittal of ESR Provided by Environmental Design International Inc. (See Attached CECS) | | |
| SUBTOTALS = | 4 | \$ - |
| 5 Stakeholder Involvement | | |
| Draft initiation letters to members of Community Advisory Group (CAG) w/ exhibits Alderman 7th Ward Central Street Business Association Central Street Neighbor's Association Evanston Hospital Northwestern University CTA American Legion Post 42 Canal Shores Chandler-Nueberger | 8 | |
| Prepare for and attend dry run for CAG meetings (3 - Initial/Alternatives/Preferred) (2 people x 4 hours) x 3 meetings | 24 | \$ 48.60 |
| Community Advisory Group meetings (3 - Initial/Alternatives/Preferred) 3 people x 4 hours x 3 meetings | 36 | \$ 48.60 |
| Prepare for and attend Technical Advisory Group meetings (3 - Initial/Alternatives/Preferred) (3 people x 4 hours + 16 hrs exhibits) x 3 meetings | 72 | \$ 48.60 |
| SUBTOTALS = | 140 | \$ 145.80 |
| 6 Crash and Safety Analysis | | |
| EDI Coordination | 4 | |
| Conduct Crash and Safety Analysis Provided by Environmental Design International Inc. (See Attached CECS) | | |
| SUBTOTALS = | 4 | \$ - |

City of Evanston
 Central Street Bridge Improvement
 Phase I Study
 Work-hour and Direct Cost Estimate

| TASK & DESCRIPTION | WORK HOURS | DIRECT COST |
|--|------------|---------------------|
| 7 Bridge Condition Reports | | |
| Bridge Inspection (3 person crew) | | |
| Preperation | 24 | |
| Deck (Thermography by AECOM = \$9,376) Sidewalks, Railing, Exp Jts | 24 | \$ 9,376.00 |
| Superstructure (UB-40 Snooper = \$4,200, Traffic Control = \$1,095) (Beams & Bearings) | 18 | \$ 5,295.00 |
| Substructure (Piers, Abutments and Wingwalls) | 15 | |
| Approach Pavement | 3 | |
| Bridge Condition Report | | |
| Text (5 Std Report Sections) | 40 | |
| Exhibits | | |
| Location Map, Aerial View, Master Str Rpt and Field Insp Rpts | 8 | |
| Top and Bottom of Deck Condition Surveys | 12 | |
| Structural Steel and Bearing Surveys | 8 | |
| Substructure (Piers, Abutments and Wingwall Surveys) | 20 | |
| Alternative #1 Cost Est (Rehabilitation) | 12 | |
| Alternative #2 Cost Est (Conventional-Staged Preplacement) | 12 | |
| Life Cycle Cost for each Alternative | 12 | |
| Proposed Bridge Plan, Elevation and Typical section | 12 | |
| Proposed Method of Construction Exhibit | 16 | |
| Photos (30 photos on 15 sheets) | 12 | |
| Existing GP&E sheet & Deck Plan and X-Sect (Reporduced from faded orig) | 8 | |
| Copy, Collation and Binding | 8 | \$ 130.00 |
| | | |
| SUBTOTALS = | 264 | \$ 14,801.00 |
| 8 Structural Type Studies | | |
| Evaluate Alt Bridge Types | 60 | |
| Evaluate Construction Impacts (Conventional and ABC Methods) | 40 | |
| Traffic Staging Study | 32 | |
| Develop preliminary alternatives - includes plan view | | |
| Two alternatives @ 24 hrs each | 48 | |
| Copy, Collation and Binding | 8 | \$ 130.00 |
| | | |
| SUBTOTALS = | 188 | \$ 130.00 |
| 9 Type, Size and Location Plans | | |
| Elevation and Plan View | 72 | |
| Cross Section through Superstructure | 24 | |
| Location Sketch and existing structure | 4 | |
| Profile grade data, design specifications and roadway data | 6 | |
| Waterway Information | 6 | |
| Substructure and typical abutment in elevation | 24 | |
| Stage construction order and limits | 24 | |
| ABC details and general notes | 32 | |
| Special aesthetic treatments | 16 | |
| Special Bridge features | 16 | |
| | | |
| SUBTOTALS = | 224 | \$ - |
| 10 Preliminary Bridge Design and Hydraulic Report | | |
| Preliminary Bridge Design and Hydraulic Report | 24 | |
| | | |
| SUBTOTALS = | 24 | \$ - |
| 11 Architectural Elements | | |
| Bridge railing | 32 | |
| 2 alternatives @ 16 hrs / alternative | | |
| Bridge parapet | 32 | |
| 2 alternatives @ 16 hrs / alternative | | |
| Streetscaping and Landscaping | 32 | |
| 2 alternatives @ 16 hrs / alternative | | |
| Lighting | 32 | |
| 2 alternatives @ 16 hrs / alternative | | |
| | | |
| SUBTOTALS = | 128 | \$ - |

City of Evanston
 Central Street Bridge Improvement
 Phase I Study
 Work-hour and Direct Cost Estimate

| TASK & DESCRIPTION | WORK HOURS | DIRECT COST |
|---|------------|------------------|
| 12 Geometric Studies | | |
| Develop Design Criteria | 4 | |
| Determine Facility Deficiencies | 4 | |
| Plan & Profile: Project length = 1,000 feet. Scale 1" = 50'. 1 Sheet x 24 WH/sheet | 24 | |
| Cross-section Studies Includes cross-sections at every 50' plus cross streets and driveways 20 cross sections at 0.5 hours/ cross section | 10 | |
| Typical Cross-sections 2 typical cross-sections x 4 WH/section | 8 | |
| Plot Proposed R.O.W. Line (including stations and offsets for all break points) | 8 | |
| SUBTOTALS = | 58 | \$ - |
| 13 Traffic Management Plan | | |
| EDI Coordination | 4 | |
| Develop Traffic Management Plan Provided by Environmental Design International Inc. (See Attached CECS) | | |
| SUBTOTALS = | 4 | \$ - |
| 14 Drainage and Hydraulic Studies | | |
| Location Drainage Technical Memorandum (includes EDP and PDP) | 80 | |
| Stream Survey Plotting (Cross-sections, Stream Profiles and Structures) | 16 | |
| Hydraulic Report Data Sheets (Including photos) | 44 | |
| Hydraulic Model (provided by MWRD) | NA | |
| Hydraulic Model (Existing Conditions) - Utilizing MWRD model | 32 | |
| Hydraulic Model (Proposed Conditions) - Utilizing MWRD model | 40 | |
| Compensatory Storage Determination (Including floodway permit forms, calcs, exhibits and compensatory storage site plan) | 32 | |
| Scour Analysis (including field observation and scour depth calculation) | 12 | |
| Hydraulic Report Outline Sheets | 4 | |
| Narrative (Including waterway information table) | 40 | |
| QA/QC - Model review | 8 | |
| Report Assembly | 12 | \$ 130.00 |
| SUBTOTALS = | 320 | \$ 130.00 |
| 15 Cost Estimates | | |
| Prepare preliminary cost estimates for Preferred Alternative | 24 | |
| Update cost estimate for preferred alternative | 8 | |
| Prepare final cost estimate for PDR | 4 | |
| SUBTOTALS = | 36 | \$ - |
| 16 Project Development Report (Categorical Exclusion II - BLR 22210) | | |
| Prepare Draft Project Development Report | | |
| Compile exhibits, correspondence/documentation, and supplements | 8 | |
| Write report, proofread, and edit | 40 | |
| Combine Draft PDR into Portable Document Format (PDF) | 4 | |
| Print, bind, and deliver four copies of the Draft PDR | 8 | \$ 130.00 |
| Prepare Final Project Development Report | | |
| Incorporate Public Hearing information | 16 | |
| Address comments from draft report and revise exhibits | 24 | |
| Revise PDF of Project Report, recognize text and provide bookmarks | 4 | |
| Printing, binding and delivery Assume 5 hard copies and 5 CDs of Project Report | 8 | \$ 130.00 |
| SUBTOTALS = | 112 | \$ 260.00 |

City of Evanston
 Central Street Bridge Improvement
 Phase I Study
 Work-hour and Direct Cost Estimate

| TASK & DESCRIPTION | WORK HOURS | DIRECT COST |
|---|-------------|---------------------|
| 17 Public Meetings | | |
| Public Meetings (2) (Alternatives/Preferred) | | |
| Compile mailing list (including all adjacent property owners) | 12 | |
| Preparation of Public Meeting materials | | |
| Postcards / Advertising 24hrs (1st mtg) + 12hrs (2nd Mtg) | 36 | \$ 1,000.00 |
| Meeting Handout 40hrs (1st mtg) + 20hrs (2nd mtg) | 60 | |
| Display exhibits (Introduction, Location Map, ADT, Crash Summary, Typical Sections, Preferred Plan, Schedule, etc.) 56hrs (1st mtg) + 32hrs (2nd mtg) | 88 | \$ 500.00 |
| Audio/visual presentation 24hrs (1st mtg) + 12hrs (2nd mtg) | 36 | |
| Field check and secure location for public meeting | 4 | \$ 2,000.00 |
| Court Reporter | N/A | |
| Attendance at "Dry Run" for Public Meeting (2) 2 people x 4 hours x 2 meetings | 16 | \$ 32.40 |
| Attendance at Public Meeting (2) 3 people x 8 hours x 2 meetings | 48 | \$ 32.40 |
| Compile comments and write summary of Public Meeting 8hrs x 2 meetings | 16 | |
| Preparation of newsletter and/or draft response letters 24hrs x 2 meetings | 48 | |
| SUBTOTALS = | 364 | \$ 3,564.80 |
| 17 Geotechnical Investigations | | |
| Provided by Interra Inc. (See Attached CECS) | | |
| Geotechnical Investigation Coordination & Review | 4 | |
| SUBTOTALS = | 4 | \$ - |
| 18 Meetings and Coordination | | |
| City of Evanston Coordination meetings, 12 meetings, 2 people @ 4 hours / meeting | 96 | \$ 194.40 |
| IDOT Meetings Kick-off Meeting, 2 people @ 4 hours / meeting Present Alternatives, 2 people @ 4 hours / meeting Present Preferred Geometry, 2 people @ 4 hours / meeting | 24 | \$ 48.60 |
| BDE/FHWA meeting 2 meetings, 3 people @ 4 hours / meeting | 24 | \$ 32.40 |
| MWRD Meeting 3 meetings, 2 people @ 4 hours / meeting | 24 | \$ 48.60 |
| SUBTOTALS = | 168 | \$ 324.00 |
| 19 Administration and Management | | |
| Administration (4 hrs/month x 18 months) | 72 | |
| SUBTOTALS = | 72 | \$ - |
| 20 QA/QC | | |
| Review of milestone submittals | 80 | |
| SUBTOTALS = | 80 | \$ - |
| TOTAL = | 2334 | \$ 19,388.00 |

**PAYROLL ESCALATION TABLE
 FIXED RAISES**

FIRM NAME
 PRIME/SUPPLEMENT

Stanley Consultants
Central Street Bridge Improvement

DATE 03/09/16
 PTB NO. _____

CONTRACT TERM 18 MONTHS
 START DATE 8/1/2016
 RAISE DATE 4/1/2017

OVERHEAD RATE 153.11%
 COMPLEXITY FACTOR _____
 % OF RAISE 3.00%

ESCALATION PER YEAR

| | | | | |
|---------------------|---------------------|-------|-------|-------|
| 8/1/2016 - 4/1/2017 | 4/2/2017 - 2/1/2018 | | | |
| 8 ----- 18 | 10 ----- 18 | ----- | ----- | ----- |
| = 44.44% | = 57.22% | | | |
| = 1.0167 | | | | |

The total escalation for this project would be: 1.67%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Stanley Consultants DATE
Central Street Bridge Improvement

03/09/16

ESCALATION FACTOR **1.67%**

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|--------------------------|--------------|-----------------|
| Project Principal | \$70.00 | \$70.00 |
| Engineering Grp Manager | \$70.00 | \$70.00 |
| Department Manager | \$68.77 | \$69.92 |
| Senior Engineer | \$53.26 | \$54.15 |
| Engineer | \$37.66 | \$38.29 |
| Engineer Intern II | \$33.65 | \$34.21 |
| Engineer Intern I | \$29.25 | \$29.74 |
| Sr Resident Project Rep | \$61.07 | \$62.09 |
| Resident Project Rep | \$44.43 | \$45.17 |
| Sr Construction Observer | \$35.94 | \$36.54 |
| Construction Observer | \$24.75 | \$25.16 |
| CAD/ Graphics Manager | \$50.26 | \$51.10 |
| Designer | \$41.40 | \$42.09 |
| Associate Designer | \$32.65 | \$33.19 |
| Sr Admin Assistant | \$23.79 | \$24.19 |
| Admin Assistant | \$22.93 | \$23.31 |
| Admin Services Manager | \$32.74 | \$33.29 |

\$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00
 \$0.00

AVERAGE HOURLY PROJECT RATES

FIRM Stanley Consultants
 PSB
 PRIME/SUPPLEMENT Central Street Bridge Improvement

DATE 03/09/16

SHEET 1 OF 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJECT RATES | | | Data Collection and Evalu | | | Utility and Permit Coordi | | | Topographic Survey and | | | Environmental Studies | | | Stakeholder Involvement | | |
|------------------------|------------------|---------------------|---------|----------|---------------------------|---------|----------|---------------------------|---------|----------|------------------------|---------|----------|-----------------------|---------|----------|-------------------------|---------|----------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Project Principal | 70.00 | 0 | | | | | | | | | | | | | | | | | |
| Engineering Grp Mar | 70.00 | 0 | | | | | | | | | | | | | | | | | |
| Department Manager | 69.92 | 542 | 23.22% | 16.24 | 4 | 7.69% | 5.38 | 4 | 5.88% | 4.11 | 8 | 40.00% | 27.97 | | | | 38 | 27.14% | 18.98 |
| Senior Engineer | 54.15 | 444 | 19.02% | 10.30 | 4 | 7.69% | 4.17 | 16 | 23.53% | 12.74 | 6 | 30.00% | 16.24 | 4 | 100.00% | 54.15 | 38 | 27.14% | 14.70 |
| Engineer | 38.29 | 672 | 28.79% | 11.02 | 16 | 30.77% | 11.78 | 16 | 23.53% | 9.01 | 6 | 30.00% | 11.49 | 0 | | | 16 | 11.43% | 4.38 |
| Engineer Intern II | 34.21 | 348 | 14.91% | 5.10 | 16 | 30.77% | 10.53 | 16 | 23.53% | 8.05 | | | | 0 | | | | | |
| Engineer Intern I | 29.74 | 28 | 1.20% | 0.36 | 12 | 23.08% | 6.86 | 16 | 23.53% | 7.00 | | | | | | | | | |
| Sr Resident Project F | 62.09 | 0 | | | | | | | | | | | | | | | | | |
| Resident Project Rep | 45.17 | 0 | | | | | | | | | | | | | | | | | |
| Sr Construction Obsc | 36.54 | 0 | | | | | | | | | | | | | | | | | |
| Construction Observ | 25.16 | 0 | | | | | | | | | | | | | | | | | |
| CAD/ Graphics Mana | 51.10 | 68 | 2.91% | 1.49 | | | | | | | | | | | | | 16 | 11.43% | 5.84 |
| Designer | 42.09 | 200 | 8.57% | 3.61 | | | | | | | | | | | | | 32 | 22.86% | 9.62 |
| Associate Designer | 33.19 | 32 | 1.37% | 0.46 | | | | | | | | | | | | | | | |
| Sr Admin Assistant | 24.19 | 0 | | | | | | | | | | | | | | | | | |
| Admin Assistant | 23.31 | 0 | | | | | | | | | | | | | | | | | |
| Admin Services Man | 33.29 | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| | | 0 | | | | | | | | | | | | | | | | | |
| TOTALS | | 2334 | 100% | \$48.57 | 52 | 100.00% | \$38.71 | 68 | 100% | \$40.91 | 20 | 100% | \$55.70 | 4 | 100% | \$54.15 | 140 | 100% | \$53.51 |

TRAFFIC CONTROL & PROTECTION, INC.

31 W 351 North Av. West Chicago, IL 60185
Ph: (630) 293-0026 Fax: (630) 293-0029

QUOTE DATE 3/3/2016

RENTAL QUOTE

Company: Stanley Consultants
Address: 8501 W Higgins Rd
Chicago, IL 60631
Attn: Paul Schneider
Phone: 847 975 3041
Email: SchneiderPaul@stanleygroup.com

Quoted By: Collin Doud
Shipped VIA: Our Truck
F.O.B. West Chicago
Terms: Net 30 Days

| Qty | Days | DESCRIPTION | Price | UN | AMOUNT |
|---|------|--|--------|----------|-------------------|
| Urban Single Lane Closure (Per IDOT Std 701606-10) | | | | | |
| 1 | 1 | Equipment Lump Sum: | 95.00 | per day | \$95.00 |
| 1 | | Arrow Board | | | |
| 1 | | Road Construction Ahead sign on temp stand | | | |
| 1 | | Right Lane Closed Ahead sign on temp stand | | | |
| 1 | | Men Working Symbol sign on temp stand | | | |
| 15 | | Traffic Cone | | | |
| 6 | | Sand Bags | | | |
| 1 | 1 | Delivery & Initial Setup of Right Lane Closure on E/B Side Date & Time: TBD (Weekday, Daytime) Central St over the North Shore Channel (west of Ridge Ave) Evanston, IL | 375.00 | Lump Sum | \$375.00 |
| 1 | 1 | Return and Flip Closure to W/B Side | 250.00 | Lump Sum | \$250.00 |
| 1 | 1 | Take Down and Pick Up Date & Time: TBD (Weekday, Daytime) Same location | 375.00 | Lump Sum | \$375.00 |
| All traffic control equipment to meet IDOT & MUTCD standards | | | | | |
| This quote does not provide for the following: | | | | | |
| * JULIE Location & Permanent installation of signage | | | | | |
| * Temporary / Permanent Striping Installation or Removal | | | | | |
| * Flagging Operation | | | | | |
| * Surveillance | | | | | |
| * Attenuator Truck | | | | | |
| If any of the above is needed, a separate quote will be provided upon request | | | | | |
| Total | | | | | \$1,095.00 |

Comments: * The customer will be charged for any damaged or missing equipment at it's full replacement value.
* Unless specified above, delivery / pickup is to / from 1 single location (stacked). Setup / take down onsite, or deliveries / pickups to multiple locations will be charged T&M per man hour.
* This quote is valid for 90 days after which it is subject to change without notice.
* A minimum of 3 business days from order confirmation to delivery / setup is required or an emergency startup fee may be added to the final invoice.
* An additional administration fee will be levied if customer requires TCP to sign any type of subcontractor agreement.
* TCP will provide a certificate of insurance upon request, but will not add customers as additionally insured.
* The customer is to obtain and pay for any and all necessary permits and licenses. TCP does not provide this service.
* Please sign below to confirm your order and if using a PO #, please provide that as well.

Customer Signature: _____ Date: _____

PO #: _____

Thank you for your this opportunity to quote your traffic control needs!

EQUIPMENT RENTAL COMPANY

4788 1st Avenue North
Duluth, MN 55803
(218) 728-4441 ■ (800) 925-8609
Fax (218) 728-6816
www.equipmentrentalco.com

March 4, 2016

schneiderpaul@stanleygroup.com

STANLEY GROUP
ATTN: Paul Schneider

RE: Evanson, IL

Paul,

Thank you for your call regarding the rental of our UB40 bridge inspector. Includes; unit, operator, operators lodging and per diem, job site fuel and total mobilization port to port.

RATE: One day, 8 hours, @...
OT for hours over 8 per day, @...

\$4,200.00
\$100.00

Please be aware that units are subject to availability and may require a purchase order to hold.

If I can answer any questions, or you have changes, please call me @ 1800-925-8609.

Sincerely,

EQUIPMENT RENTAL COMPANY

William Raymond
WRR:jr

AERIAL
UNITS

DIGGER
DERRICK
UNITS

TRUCK &
SERVICE
CRANES

CUSTOM
TOOL
BOXES

FIBERGLASS
UTILITY
BODIES

WINCHES

TRUCK
ACCESSORI
ES

AECOM Thermography

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement between AECOM Technical Services, Inc. a California corporation, (ATS) with offices at 1555 N. RiverCenter, Suite 214, Milwaukee, Wisconsin 53212, and Stanley Consultants, Inc. ("CLIENT"), with offices at 8501 West Higgins Road, Suite 730, Chicago, Illinois 60631.

- 1. ATS agrees to perform the services described in its PROPOSAL dated March 7, 2016 including attachments and amendments ("SERVICES").
- 2. CLIENT authorizes ATS to perform these SERVICES for the following project and location:

Infrared Thermographic survey of the Central Street Bridge over MWRD's North Shore Channel in Evanston, Illinois.
- 3. ATS is willing to perform the SERVICES in exchange for the following fee (check and complete):

- CLIENT will pay on a **time and material** basis. ATS will invoice according to the Fee Schedule* attached to the PROPOSAL.
- CLIENT will pay a **lump sum** of \$7,876.00 plus the actual cost for traffic control, total project not to exceed \$9,376.00. ATS will invoice monthly on a percent completed basis.
- CLIENT will pay on a **time and material basis not to exceed** the sum of \$ _____. ATS will invoice according to the Fee Schedule* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, ATS will stop performing unless CLIENT authorizes further work in writing.
- CLIENT will pay a retainer in the amount of \$ _____ to be applied against the fee.

* ATS reserves the right to adjust its Fee Schedule annually.

4. **Billing:** ATS will submit invoices to CLIENT monthly. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1.5%) per month not to exceed the maximum rate allowed by law for any payment received by ATS more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, ATS may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions: NONE ATTACHMENTS

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 18 on the following page). This Agreement when executed by AECOM Technical Services, Inc. is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT – Stanley Consultants, Inc.

ATS – AECOM Technical Services, Inc.

By: _____

By: _____

Name: _____

Name: Michael P. Preboske, PE

Title: _____

Title: Transportation Manager

Date: _____

Date: March 7, 2016

7. Standard of Care: ATS will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. Indemnity / limitation of Liability: Subject to any limitations stated in this Agreement, ATS will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of ATS or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. ATS will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against ATS and not against its officers, employees, directors, or shareholders. *The CLIENT agrees to limit ATS's liability due to breach of contract, warranty or negligent acts, errors or omissions of ATS to \$50,000 or the fee paid to ATS under this Agreement, whichever is greater.*

9. Insurance: During the period that Services are performed under this Agreement, ATS will maintain the following insurance: (1) Workers' Compensation coverage in accordance with the laws of the states having jurisdiction over its employees engaged in the Services and Employer's Liability Insurance (limit of \$500,000 each occurrence.); (2) Commercial General Liability Policy with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate; (3) Commercial Automobile Liability with a limit of \$500,000 per occurrence and a \$1,000,000 aggregate; and (4) Professional Liability coverage with a \$500,000 limit on each claim and a \$1,000,000 aggregate. *Client agrees ATS will not be liable for any loss, damage, or liability arising out of this Agreement beyond the coverage and conditions of such insurance with limits as stated above.*

10. Hazardous Substances/Hazardous Waste: CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed ATS. In the event ATS encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, ATS may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that ATS has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless ATS, from any claim or liability, arising out of ATS's performance of work under this Agreement and made or brought against ATS for any actual or threatened environmental pollution or contamination except to the extent that ATS has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by ATS in defense of such claim.

11. Sample Ownership: All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, ATS may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

12. Buried Utilities: In those situations where ATS performs subsurface exploration, CLIENT, to the extent of its knowledge, will furnish to ATS information identifying the type and location of utilities and other man-made objects beneath the surface of the project site. ATS will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, ATS will furnish CLIENT a plan indicating the locations intended for penetration. CLIENT will approve the location of these penetrations and authorize ATS to proceed.

13. Documents and Records: CLIENT acknowledges that ATS's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data ATS prepares for CLIENT under this Agreement will remain the property of ATS. CLIENT will not use any ATS data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. ATS will retain these Records for a period of three (3) years following completion of this project. During this time, ATS will reasonably make available the records to the CLIENT. ATS may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

14. Change Orders: ATS will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. ATS will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

15. Third-Party Rights: Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and ATS.

16. Assignment/ Status: The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of ATS. ATS is an independent consultant and not the agent or employee of CLIENT.

17. Termination: Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay ATS costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

18. Complete Agreement: The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Wisconsin law governs this Agreement and any dispute involving the Agreement.

ATTACHMENT A

CONSULTANT PROPOSAL / STATEMENT OF WORK

Dated March 7, 2016

A. PROJECT DESCRIPTION

The project is described as follows:

The project consists of an infrared thermographic (IR) inspection to locate and quantify delaminations in the concrete deck and debonding of the overlay (if present) of the Central Street Bridge over MWRD's North Shore Channel (016-6951) in Evanston, Illinois.

The IR portion of the project shall include inspection of the driving lanes, parking lanes and sidewalks of the bridge. The deck area of the bridge totals approximately 11,160 square feet.

B. SCOPE

Services to be provided for the Project are as follows:

INFRARED THERMOGRAPHIC SURVEY

1. ATS will use a high-resolution infrared scanner capable of detecting a minimum of 0.2 degree C temperature differential to collect the thermal infrared data. The infrared data will be recorded for analysis in our office. The driving lanes, parking lanes and sidewalks of the deck will be inspected with the infrared system.
2. ATS will use a digital color television camera and DVD recorder to observe and record features on the bridge deck. The real life scan will assist in the analysis of the infrared data.

Both the infrared scanner and the color video camera will be mounted and elevated to a height sufficient to allow scanning of a complete traffic lane (12 to 14 feet wide).

Data will be collected at a speed not to exceed five miles per hour. The driving lanes, parking lanes and sidewalks will be inspected between the hours of 9:00 a.m. and 4:00 p.m. Horizontal position on the deck will be constantly monitored and recorded with a digital footage measuring device connected to the vehicle drive train and referenced to a known starting point on the deck.

3. ATS will take a maximum of four (4) cores at selected sections of each bridge deck for the purpose of ground truthing/calibrating the infrared data. Additionally, the cores can be used to identify the depth of the delaminations. Chloride ion content of the concrete can be determined from these cores. A maximum of eight (8) chloride ion tests will be performed on the cores. The chloride ion tests will be performed at depths of two and three inches into the original deck concrete. A maximum of four (4) asbestos tests will be performed on the waterproof membrane (if present) and the asphalt overlay to determine if asbestos is present.

4. ATS will provide suitable traffic control to handle vehicles during data collection. Typical traffic control consists of a driver with arterial closure & equipment for an 8 hour day. Traffic control will be provided by Work Zone Safety of Crest Hill, Illinois.

REPORT

1. ATS will provide a report documenting the techniques and equipment used and summarizing the survey results. The report will include a plan view of the bridge deck identifying the following:
 - a. Total deck area inspected
 - b. Surface material (AC overlay, PCC, etc.)
 - c. Delamination - area and percentage
 - d. Debonding - area and percentage
 - e. Asphalt patching - area and percentage
 - f. Concrete patching - area and percentage
 - g. Spalling - area and percentage
 - h. Proposed partial depth and full rehabilitation areas - area and percentage
 - i. Core locations

Data analysis shall consist of a computer assisted interpretation of the infrared data. During the analysis of the infrared data, the color video image will be simultaneously monitored to identify and locate areas of patching, debris, oil spots, discoloration, etc. that can produce thermal anomalies similar to those occurring at delaminations. The plan view of the deck will be a computer generated plot (Microstation), to scale, with the deck dimensions and the defect location and size rectified to compensate for lateral vehicle movement and speed changes during data collection.

The report shall also include a description of the environmental conditions on the days of data collection including the time of day, weather (air temperature, cloud cover, wind velocity, humidity), and deck surface condition.

Infrared data will be collected only when proper environmental conditions are experienced such that a 1.0 degree F temperature differential is established between the sound and delaminated areas. These conditions include mostly clear skies, dry pavement, and a wind speed of less than 30 mph. Additionally, the bridge deck must be reasonably free of sand and other debris.

SERVICES PROVIDED BY OTHERS

1. Provide plan views of the bridge deck.
2. Provide sweeping (if needed) of the bridge deck prior to the data collection.
3. Provide an underside defect plan view (Microstation) for AECOM to develop partial and full depth rehabilitation quantities.
4. Post the Central Street bridge for "No Parking" the day of the infrared survey.

ATTACHMENT B

FEE SCHEDULE

| | <u>Unit</u> | <u>Unit Cost</u> | <u>Cost</u> |
|-------------------------------|-------------|------------------|--------------------|
| Infrared Thermographic Survey | 11,160 S.F. | \$0.60/S.F. | \$ 6,696.00 |
| Traffic Control | 1 day | \$1,500/day | \$ 1,500.00 |
| Coring | 4 cores | \$80/core | \$ 320.00 |
| Chloride Testing | 8 tests | \$95/test | \$ 760.00 |
| Asbestos Testing | 4 tests | \$25/test | \$ <u>100.00</u> |
| TOTAL | | | \$ 9,376.00 |

Work Zone Safety, Inc
 17051 Gaylord Rd
 Crest Hill, IL 60403
 Phone: (815) 834-0429
 Fax: (815) 834-2357



QUOTE NO
 927

SALES REP: Patti Arnold Ext 104

REP PHONE: (815) 834-0429
 REP E-MAIL: pata@workzonesafetyinc.com

CUSTOMER PHONE: (414) 944-6080

TO AECOM
 1555 N. RiverCenter Drive
 Suite 214
 Milwaukee, WI 53212

CUSTOMER FAX: (414) 944-6081

| QUOTE DATE | VALID THRU | FOR | PAGE |
|------------|------------|-------------------------------|------|
| 3/7/2016 | 6/13/2016 | Evanston/Central over N Shore | 1 |

| ITEM NO | QUANTITY | DESCRIPTION | UNIT PRICE | EXTENDED |
|----------------|----------|--|------------|------------|
| DRIVERCLOSEDAY | 1.00 | Driver with Arterial Closure & Equipment for the Day (Driver will stay with closure and move equipment as directed by contractor) **Price is based on an 8 hour work day** | \$1500.00 | \$1,500.00 |
| LABOROT | 0.00 | Labor Hours - Overtime **TBD - if on site more than 8 hours** | \$105.00 | \$0.00 |

TOTAL AMOUNT \$1,500.00

X _____
 Please sign and date above – this will serve as acceptance of pricing and payment terms of net 30 days. Fax to 815-834-2357 or email Rep listed above.

Environmental Design International, Inc.



33 W. Monroe St., Suite 1825
Chicago, Illinois 60603
phone: 312.345.1400
fax: 312.345.0529
www.envdesigni.com

Stanley Consultants
8501 W Higgins Rd,
Chicago, IL 60631

March 8, 2016

**ATTN: Mr. Sagar R. Sonar, PE, PTOE
Senior Engineer**

**Subject: Central Street Bridge Replacement RFQ
Evanston, Illinois**

Dear Mr. Sonar,

Following is an Agreement for professional surveying services for the above-referenced project. The Scope of Services (hereinafter the "Services") and fee estimate are based on the information provided by Stanley Consultants and prior experience on similar projects.

Assumptions

1. No stream profile will be surveyed.
2. Vertical Datum will be NAVD 88, derived from differential leveling from a known NGS benchmark. A conversion to City of Evanston datum will be derived from differential leveling for the project.
3. Trees will be tagged and located by Consultant and identified by others.
4. A project description for the bridge work and a drawing showing the extent of work and extent of impacts to the banks of the North Shore Channel and to the golf course and property limits (and ownership) will be provided at or prior to Notice to Proceed.
5. A description of alternatives being considered including no action alternative will be provided at or prior to Notice to Proceed.

Scope of Work

Stanley Consultants (Client) desires to retain Environmental Design International inc. (Consultant) to perform surveying services for the above referenced project, which shall be considered an improvement to the premises. Upon acceptance of this Agreement Consultant will perform the following Services:

Topographic Survey and Stream Cross Sections

Limits: See attached Exhibit for approximate location of Cross Sections (blue) and approximate limits of Topographic Survey (green).

Datum:

1. The horizontal datum will be Illinois State Plane East Zone, NAD83(2011), GPS derived.
2. The vertical datum will be NAVD 88 by differential leveling.

Minimum Standards: The Topographic Survey will conform to the current Illinois Minimum Standards for a Topographic Survey per Administrative Code Section 1270.56:
<http://www.ilga.gov/commission/jcar/admincode/068/068012700000560R.html>.

Planimetrics:

1. All visible planimetric features within the survey area will be located, weather permitting.
2. Snow, leaf or debris cover at time of survey may prevent location of all features. If required, clearing/removal is the full responsibility of Client. If Consultant is needed to provide clearing/removal services or to make return visits to the site to locate previously covered features, the work will be considered "out-of-scope" and a supplement amount will have to be approved before working on any on these tasks.

Elevations:

1. Ground elevations will be surveyed on an approximate 50-foot grid and roadway cross sections will be surveyed at a 50-foot interval extending 10 feet past the apparent ROW of Central Street on both sides.
2. Floodplain Cross Sections will be surveyed at both faces of Central Street Bridge, Lincoln Street Bridge and the Upstream Railroad Bridge, and at 265 feet more or less north of the north face of Central Street Bridge and 390 feet more or less south of the south face of Central Street Bridge.
3. At Central Street Bridge locations of deck, parapet walls, piers, abutments, low steel or low concrete, beams and any attached utilities will be provided.
4. At Upstream Railroad Bridge and Lincoln Ave Bridge, only the openings will be defined and any obstructions to the flow (piers, etc.) will be located. Nothing will be defined or located in top of the structures.
5. Contours will be generated at one foot intervals for the topographic survey only.

Utilities:

1. Aboveground and underground utilities are a part of this survey and visible evidence of existing utility services will be located.
2. Below rim information (inverts, pipe sizes, material and direction) will be provided for all located sewer and water structures.
3. Client will be responsible for providing all private public utility information that is to be depicted on the survey.
4. Source information from plans and markings will be combined with observed evidence of utilities to develop a view of the underground utilities. **However, lacking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case Consultant shall note on the plat how this affected Consultant's assessment of the location of the utilities. Where additional or more detailed information is required, Client is advised that excavation and/or a private utility locate may be necessary.**

Vegetation:

1. All trees over 6 inch caliper and shrubs over 1.5 feet in height will be located.
2. The trees will be identified as either coniferous or deciduous and will include the assigned Tag number. Bushes will be identified as such.

Deliverables:

1. Consultant will provide six (6) paper copies and an electronic copy of the Survey depicting the above detailed survey items in the following format:
 - a. Provided in MicroStation format.
 - b. IDOT standard border.
 - c. IDOT CAD Standards.
 - d. Scale: 1" = 40' or as appropriate.
 - e. Sheet Size: 24" x 36" or as appropriate, and
 - f. One (1) foot contour intervals.
2. Cross sections, profiles, DTM or other details are not a part of this proposal.

Environmental Survey Request

Consultant will prepare the Environmental Survey Request form with assistance from the client, including project maps from National Wetland Inventory (NWI) and Flood Insurance Rate Maps (FIRM). Consultant will request the EcoCAT from IDNR for Illinois threatened and endangered species and nature preserves. The special waste screening will require database searches of State UST, State LUST, SRP and Brownfields Cleanup, Federal NPL and CERCLIS, RCRA facilities, and ERNS. Consultant will order Sanborn maps and aerial photographs as historical records. A Consultant environmental scientist will conduct a site visit (combined with the 4(f) Evaluation). This ESR assumes that a PESA will not be required. A complete PESA will require additional investigation (scope and budget).

4(F) Evaluation

Consultant will work with Client to identify impacts to the park land for the 4(F) Evaluation. An individual 4(f) evaluation documents the evaluation of the proposed use of the Section 4(f) property in the project area of all alternatives. Client will provide the project alternatives and proposed action, and sample Individual 4(f) Evaluation. If it is determined that the project would not adversely affect the activities, features, or attributes qualifying the recreation area for protection under Section 4(f), then the project would be a *de minimis* impact to Section 4(f) property. A *de minimis* impact may be made for a permanent incorporation or temporary occupancy of Section 4(f) property (permanent change or occupancy for construction).

The "Develop Individual Section 4(f) Evaluation" would include

- Document 4(f) property uses and how alternatives would affect property;
- Coordination the stakeholders (MWRD, City of Evanston)
- FHWA coordination to identify property as 4(f) and 4(f) impact type.

Develop individual Section 4(f) Evaluation (or de minimis, requiring fewer work hours)

- Alternatives Analysis (alternatives provided by the client)
- Draft Individual Section 4(f) Evaluation
- FWHA coordination on draft
- Final Individual Section 4(f) Evaluation

Wetlands Evaluation

Consultant will provide a wetland specialist to review the National Wetland Inventory Map and other available map resources (NRCS) for on line wetland map records. The wetland specialist

will visit the project site to determine if wetlands are present within the Environmental Survey Request limits (drawing to be provided by the client). Consultant does believe a 404 Permit will be needed for this project due to the navigable waterway, therefore, a wetland evaluation and delineation will be needed for this project. The wetland specialist will review:

- 1) Hydrophytic vegetation;
- 2) Hydric soils; and
- 3) Wetland hydrology.

The best time to determine hydrophytic vegetation is between the months of May and November.

Wetlands Delineation

If wetland characteristics are determined present within the ESR limits, a wetland delineation will be performed by Consultant and staked with wooden stakes in the field. Consultant will prepare a report that describes the wetland evaluation and if appropriate the wetland delineation. If appropriate a wetland impact evaluation (WIE) form will be completed per IDOT requirements.

The wetland delineation will not include 404 permitting or coordination with the U.S. Army Corps of Engineers.

Crash Analysis

Five years of crash reports from IDOT (or the City) will be reviewed, crash diagrams will be prepared, and countermeasures that will reduce the number of crashes will be identified in written text per the Highway Safety Manual.

Transportation Management Plan (TMP)

The roadway traffic maintenance plan for the structure rehabilitation will be prepared, with staged construction assumed (no detour). Staged construction exhibits to be prepared by Client. Work Zone Safety and Mobility Goals will be established, with a queuing analysis performed. Process exception to the Work Zone Safety and Mobility Rule, if applicable.

Additional/Changed Services

If, during the course of Consultant's work, it becomes necessary for Client to alter the project Services in any way whatsoever, Consultant shall notify Client whether such alteration constitutes a departure from the agreed Services. The compensation and time for completion shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between Client and Consultant prior to the performance of any changed or additional work by Consultant. Consultant shall not provide additional services for the project unless authorized in writing by Client.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME
PRIME/SUPPLEMENT

Environmental Design International
Stanley Consultants

DATE 03/08/16
PTB NO. 16-08

CONTRACT TERM 12 MONTHS
START DATE 9/1/2016
RAISE DATE 7/1/2017

OVERHEAD RATE 140.53%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

9/1/2016 - 7/1/2017

7/2/2017 - 9/1/2017

[]

[]

[]

10
12

2
12

= 83.33%
= 1.0050

17.17%

0.50%

The total escalation for this project would be:

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Environmental Design Inc DATE
Stanley Consultants
16-08

03/08/16

ESCALATION FACTOR 0.50%

| CLASSIFICATION | CURRENT RATE | CALCULATED RATE |
|--------------------------------|--------------|-----------------|
| Program Manager | \$58.90 | \$59.19 |
| PLS | \$38.00 | \$38.19 |
| Project Surveyor | \$34.00 | \$34.17 |
| Survey Crew Chief | \$29.00 | \$29.15 |
| Instrument Person | \$18.63 | \$18.72 |
| CADD Technician | \$30.75 | \$30.90 |
| Task Manager | \$50.48 | \$50.73 |
| Environmental Scientist II | \$27.06 | \$27.20 |
| Senior Environmental Scientist | \$49.52 | \$49.77 |
| Project Manager | \$71.09 | \$71.45 |
| Engineer III | \$57.73 | \$58.02 |
| Engineer II | \$37.31 | \$37.50 |
| Engineer I | \$25.49 | \$25.61 |
| | | \$0.00 |
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AVERAGE HOURLY PROJECT RATES

FIRM Environmental Design International
PSB 16-08
PRIME/SUPPLEMENT Stanley Consultants

DATE 03/08/16

SHEET 1 OF 5

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJECT RATES | | | Project Management | | | Control | | | Stream Cross Sections | | | Topographic Survey | | | Structures | | |
|---------------------------|------------------------|---------------------|------------|-------------|--------------------|------------|-------------|---------|------------|-------------|-----------------------|------------|-------------|--------------------|------------|-------------|------------|------------|-------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Program Manager | 59.19 | 10 | 1.65% | 0.98 | 4 | 33.33% | 19.73 | 1 | 2.22% | 1.32 | 2 | 2.13% | 1.26 | 2 | 1.22% | 0.72 | 1 | 1.75% | 1.04 |
| PLS | 38.19 | 34 | 5.61% | 2.14 | 8 | 66.67% | 25.46 | 2 | 4.44% | 1.70 | 8 | 8.51% | 3.25 | 10 | 6.10% | 2.33 | 6 | 10.53% | 4.02 |
| Project Surveyor | 34.17 | 20 | 3.30% | 1.13 | | | | 2 | 4.44% | 1.52 | 8 | 8.51% | 2.91 | 8 | 4.88% | 1.67 | 2 | 3.51% | 1.20 |
| Survey Crew Chief | 29.15 | 116 | 19.14% | 5.58 | | | | 20 | 44.44% | 12.95 | 32 | 34.04% | 9.92 | 48 | 29.27% | 8.53 | 16 | 28.07% | 8.18 |
| Instrument Person | 18.72 | 116 | 19.14% | 3.58 | | | | 20 | 44.44% | 8.32 | 32 | 34.04% | 6.37 | 48 | 29.27% | 5.48 | 16 | 28.07% | 5.26 |
| CADD Technician | 30.90 | 114 | 18.81% | 5.81 | | | | | | | 12 | 12.77% | 3.95 | 48 | 29.27% | 9.05 | 16 | 28.07% | 8.67 |
| Task Manager | 50.73 | 22 | 3.63% | 1.84 | | | | | | | | | | | | | | | |
| Environmental Scien | 27.20 | 72 | 11.88% | 3.23 | | | | | | | | | | | | | | | |
| Senior Environmenta | 49.77 | 22 | 3.63% | 1.81 | | | | | | | | | | | | | | | |
| Project Manager | 71.45 | 2 | 0.33% | 0.24 | | | | | | | | | | | | | | | |
| Engineer III | 58.02 | 18 | 2.97% | 1.72 | | | | | | | | | | | | | | | |
| Engineer II | 37.50 | 30 | 4.95% | 1.86 | | | | | | | | | | | | | | | |
| Engineer I | 25.61 | 30 | 4.95% | 1.27 | | | | | | | | | | | | | | | |
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| TOTALS | | 606 | 100% | \$31.19 | 12 | 100.00% | \$45.19 | 45 | 100% | \$25.81 | 94 | 100% | \$27.66 | 164 | 100% | \$27.77 | 57 | 100% | \$28.37 |

Interra



600 Territorial Drive, Suite G
Bolingbrook, IL 60440

p: 630-754-8700
f: 630-754-8705

Proposal No. 3469R1
3/7/2016

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

PROPOSAL
Geotechnical Investigation Services
Central Street Bridge Replacement/Rehabilitation Project
Evanston, Illinois

Dear Mr. Sonar:

Interra, Inc. (INTERRA) is pleased to submit this proposal to perform to geotechnical subsurface soil exploration for the above referenced project in Evanston, Illinois.

Proposed Scope of Work

Our scope of work includes locating and drilling four (4) borings. Three (3) borings (B1 through B3) will be drilled to a depth of approximately 100 feet each. One boring (B4) will be drilled up to a depth of 50 feet. The location of the borings will be finalized upon consultation with the client. The location of the borings will be adjusted based on field conditions, accessibility and utility conflicts. We anticipate closing of lanes for two days while drilling borings B1 and B2. Also, we do anticipate some tree removal based on the proposed location of borehole B3. Please refer to the attachment for the proposed locations.

The borings will be drilled with an ATV-mounted drill rig. Soil sampling in the borings will be performed in general accordance with American Society for Testing and Materials (ASTM) standards, D 1586 "Penetration Test and Split Barrel Sampling of Soils". Observation for groundwater will be made during and immediately after the completion of the drilling. If site conditions permit, 24-hour water level readings will be recorded prior to backfilling the boreholes. After the completion of the drilling, the boreholes will be grouted. Where required, the surface will be patched with asphalt or concrete to match surrounding elevations.

It is assumed that any permits required for performing the drilling and permissions to access

the borehole locations will be provided by the City of Evanston. Additionally, it should be noted that repair and restoration of any landscaped areas is not included in the scope of work and cost estimate.

All field sampling and laboratory testing will be performed in general accordance with IDOT specifications. Laboratory testing includes moisture content tests, unconfined compressive strength tests using a pocket penetrometer on all recovered soil samples.

The final geotechnical report will be in general accordance with the IDOT Geotechnical Manual guidelines. Computerized slope stability analyses will be performed at borehole location B4. It is our understanding that the client will provide the required topographic survey and, northing, easting and surface elevations of the borehole locations.

Cost Estimate

The cost to provide the above mentioned services is provided in the attached CECS and Direct Costs estimate. If the scope of work is increased or decreased, the final invoice amount will be calculated according to the unit rates in the attached CECS and Direct Costs estimate.

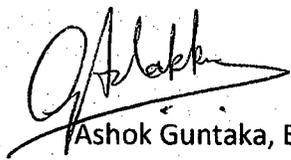
Schedule

The fieldwork could be started within a few days of receiving authorization to proceed. We anticipate the fieldwork to be completed in 4 days. The final geotechnical report will be issued within three weeks of completion of field work.

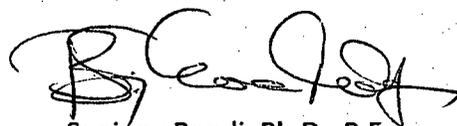
INTERRA very much appreciates the opportunity to submit this proposal. Should you at any time require any additional information or clarifications, please do not hesitate to call us.

Very truly yours,

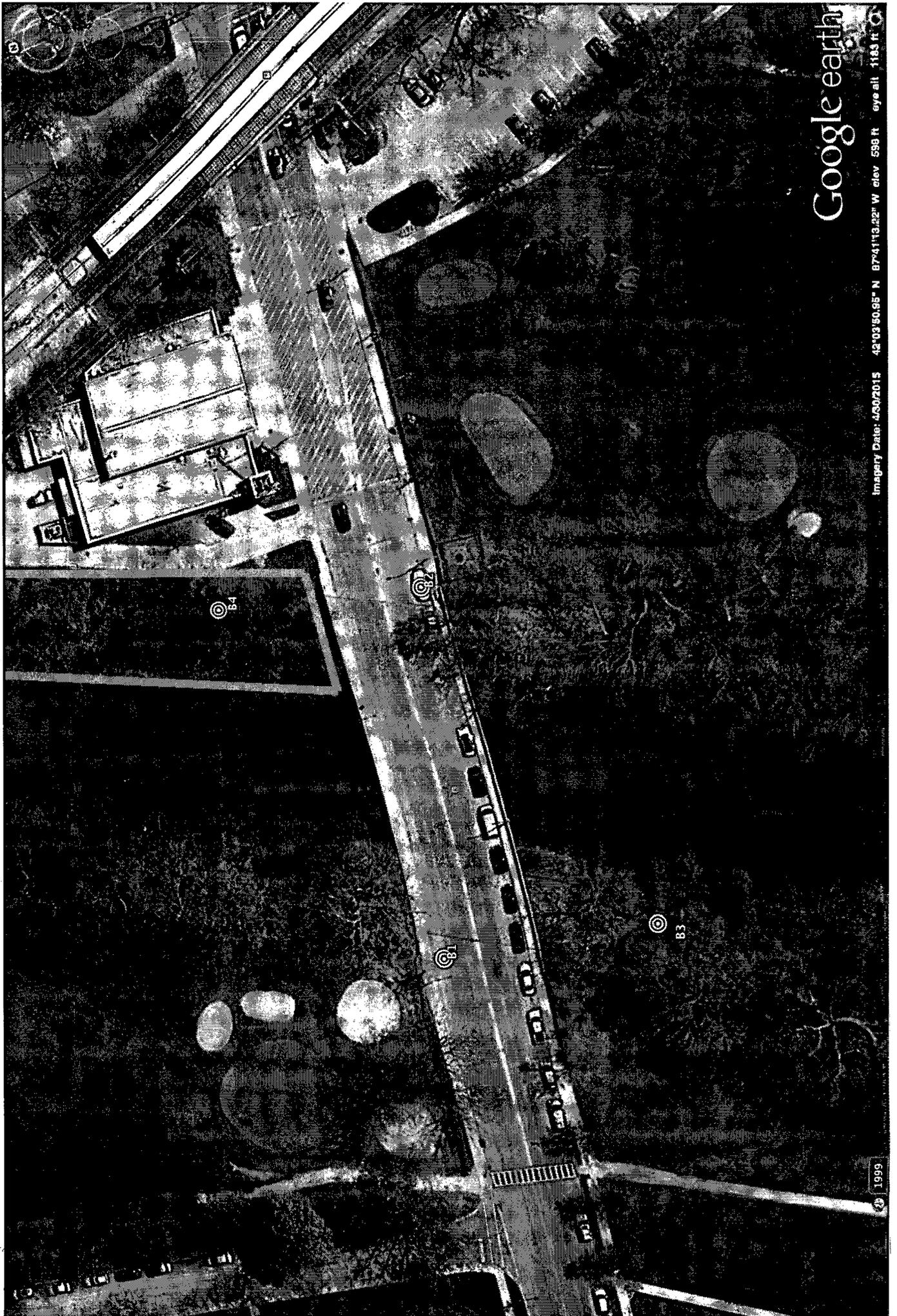
Interra, Inc.



Ashok Guntaka, E.I.
Project Manager



Sanjeev Bandi, Ph.D., P.E.
Principal Engineer



Google earth

Imagery Date: 4/30/2015 42°03'50.85" N 87°41'13.22" W elev 598 ft eye alt 1183 ft

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