



## Memorandum

**To:** Honorable Mayor and Members of the City Council  
 Administration and Public Works Committee

**From:** David Stoneback, Public Works Agency Director  
 Lara Biggs, P.E., Bureau Chief – Capital Planning / City Engineer  
 Sat Nagar, P.E., Senior Project Manager

**Subject:** Resolution 55-R-18 - Phase II Engineering Services Agreement for the  
 Howard Street Corridor Improvement Project

**Date:** August 1, 2018

Recommended Action:

Staff recommends approval of Resolution 55-R-18 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 Christopher B. Burke Engineering, Ltd. (9575 W. Higgins Road, Suite 600 Rosemont, IL 60018) in the amount of \$600,000.

Funding Source:

The total cost of the Phase II Engineering Services with Christopher B. Burke Engineering is \$600,000. The Howard Street Project is a joint project with the City of Chicago and 50% of the funding is provided by Chicago. The City has received a federal grant of \$162,637 through the North Shore Council of Mayors and this will be reimbursed to the City of Evanston. The remaining amount of \$137,363 will be from the Capital Improvements Fund, 2018 General Obligation Bonds, account 415.40.4118.62145-417002.

<b>Funding Source</b>	<b>Account No.</b>	<b>Budgeted Amount</b>	<b>Contract Amount</b>
STP	415.40.4218.62145-417002	\$240,000	\$162,637
CIP – GO Bonds	415.40.4118.62145-416513	\$218,000	\$137,363
City of Chicago		\$300,000	\$300,000
<b>Total</b>		<b>\$600,000</b>	<b>\$600,000</b>

### Livability Benefits:

Built Environment: Enhance public spaces; Provide compact and complete streets and neighborhoods

Climate & Energy: Reduce greenhouse gas emissions

Equity & Empowerment: Ensure equitable access to community assets

Health & Safety: Promote healthy, active lifestyles

### Background:

Howard Street is a major arterial street running east-west with the City of Evanston on the north side and the City of Chicago on the south side. Both Evanston and Chicago have jurisdiction on Howard Street, with Evanston owning the northernmost 60% of the right-of-way. The Howard Street corridor is adjacent to commercial and residential areas and has considerable pedestrian, bike, bus and vehicular traffic. The scope of the Howard Street Corridor Improvement Project is to address street resurfacing and streetscape improvements on Howard Street, from Target Access Drive. Sacramento to Callan/ Winchester. The scope will also include traffic signal modernization at Howard/Asbury and Howard/Custer. Christopher Burke Engineering was selected to provide the engineering services for Phase I, Phase II & Phase III Engineering through the federally mandated Qualification Based Selection (QBS) process. The Phase I Engineering was completed in a timely manner and design approval was received from IDOT.

### Analysis

Staff negotiated the Phase II Design Engineering scope and fee with Christopher B. Burke Engineering, and is attached as Exhibits to Resolution 55-R-18. The scope of the Phase II Design includes preparation of the construction plans, project specifications and the construction cost estimate for IDOT approval and to let the project through the State contract. Christopher B. Burke Engineering, has Altamanu Inc. and GSG Consul as sub-consultants which are MBE/ WBE firms.

The Phase II Engineering contract is being reviewed by IDOT and the executed engineering services agreement needs to be submitted to IDOT. With Council approval of the Phase II Engineering contract, City staff will submit the executed local agency agreement and the Preliminary Engineering Services agreement for IDOT approval. After receiving the IDOT executed agreements, Christopher B. Burke Engineering, will begin Phase II Design Engineering to prepare the construction plans, specifications and cost estimate for the Howard Street Corridor Improvement Project.

### Legislative History:

The City Council approved award of the Phase I Engineering contract to Christopher B. Burke Engineering at the March 13, 2017 Council meeting.

### Attachments:

Resolution 55-R-18

M/W/EBE memorandum

**55-R-18**

**A RESOLUTION**

**Authorizing the City Manager to Sign a Preliminary Engineering Services Agreement for Federal Participation with the Illinois Department of Transportation and Christopher B. Burke Engineering, Ltd.(CBBEL) for the Howard street corridor improvement project Engineering Study**

**WHEREAS**, the City of Evanston and Illinois Department of Transportation (hereinafter "IDOT"), in the interest of improving Howard Street, are desirous of resurfacing the street, upgrading streetscape, and modernizing traffic signals, said improvement to be identified as State Section Number: 17-00201-00-RS, State Job Number: D-91-290-18, and Project Number: TLA(076), 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 Christopher B. Burke Engineering, Ltd. 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 Christopher B. Burke Engineering, Ltd.,

**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 Howard Street Corridor Improvement Project Phase II Engineering with Christopher B. Burke Engineering, Ltd., attached hereto as Exhibit 2 and incorporated herein by reference.

**SECTION 2:** 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 55-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

\_\_\_\_\_  
Stephen H. Hagerty, Mayor

Approved as to form:

\_\_\_\_\_  
Michelle L. Masoncup, Corporation Counsel


Attest:

\_\_\_\_\_  
Devon Reid, City Clerk

Adopted: \_\_\_\_\_, 2018

EXHIBIT 1

**Preliminary Engineering Services Agreement for Federal Participation  
Between the City of Evanston and IDOT**

Local Public Agency	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>	<b>C O N S U L T A N T</b>	Consultant
City of Evanston				Christopher B. Burke Eng. Ltd.
County Cook				Address 9575 West Higgins Road
Section 17-00281-00-RS				City Rosemont
Project No. TLAI (076)				State Illinois
Job No. D-91-290-18				Zip Code 60018
Contact Name/Phone/E-mail Address Sat Nagar 847-866-2967 SNagar@cityofevanston.org	Contact Name/Phone/E-mail Address Martin Michalowicz 847-823-0500 mmichalowicz@cbbel.com			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA 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 Howard Street Corridor Improvement Project Route FAU 1334 Length 1.3 mi Structure No. N/A

Termini 1,300 feet west of Dodge Ave/California Ave (FAU 2840) to 400 feet east of Custer Ave/Damen Ave (FAU 2816)

Description 3R Improvement project

#### 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 LPA 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 LPA or STATE.
3. To complete the services herein described within 360 calendar days from the date of the Notice to Proceed from the LPA, 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 LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA 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 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 LPA 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 LPA 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 LPA 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 LPA, 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum o 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.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

**III. IT IS MUTALLY AGREED,**

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA 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 LPA 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 LPA 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 LPA 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 LPA. 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 LPA 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 LPA, 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 LPA 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 LPA 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 LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

**Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	363468939	\$465,052.88
Sub-Consultants:	TIN Number	Agreement Amount
Altamanu Inc.	36-4389609	\$79,499.58
Sam Schwartz Consulting	46-1885050	\$43,947.54
GSG Consultants, Inc.	36-3844476	\$11,500.00
	Sub-Consultant Total:	\$134,947.12
	Prime Consultant Total:	\$465,052.88
	Total for all Work:	\$600,000.00

Executed by the LPA:

\_\_\_\_\_ (Municipality/Township/County)

ATTEST:

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

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

ATTEST:

Christopher B. Burke Engineering, Ltd.  
 \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Executive Vice President

**Exhibit A - Preliminary Engineering**

Route: \_\_\_\_\_  
 Local Agency: \_\_\_\_\_  
 (Municipality/Township/County)  
 Section: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 Job No.: \_\_\_\_\_

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

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

Method of Compensation:

- 14.5%[DL + R(DL) + OH(DL) + IHDC]
- 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
- 14.5%[(2.3 + R)DL + IHDC]
- Specific Rate
- Lump Sum

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

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



**Exhibit C  
Federal Qualification Based Selection (QBS) Checklist**

Local Public Agency City of Evanston  
 Section Number 17-00281-00-RS  
 Project Number \_\_\_\_\_  
 Job Number \_\_\_\_\_

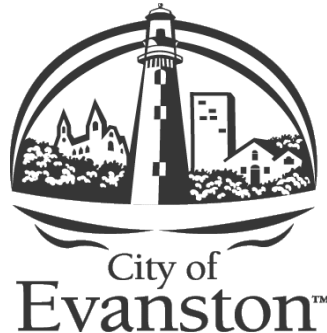
The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>01/18/2017</u> Method(s) used for advertisement and dates of advertisement: <u>City of Evanston website (Posted 12/08/2016)</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table border="0" style="width:100%"> <tr> <td style="width:50%">Criteria for this project</td> <td style="width:10%">Weighting</td> <td style="width:50%">Criteria for this project</td> <td style="width:10%">Weighting</td> </tr> <tr> <td><u>Qualifications and Expertise</u></td> <td>_____ %</td> <td><u>Willingness to Execute the City of</u></td> <td>_____ %</td> </tr> <tr> <td><u>Organization and Completeness</u></td> <td>_____ %</td> <td><u>Evanston's Prof. Ser. Agreement</u></td> <td><u>na</u> %</td> </tr> <tr> <td><u>of Proposal</u></td> <td><u>na</u> %</td> <td><u>M/W/EBE Participation</u></td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Qualifications and Expertise</u>	_____ %	<u>Willingness to Execute the City of</u>	_____ %	<u>Organization and Completeness</u>	_____ %	<u>Evanston's Prof. Ser. Agreement</u>	<u>na</u> %	<u>of Proposal</u>	<u>na</u> %	<u>M/W/EBE Participation</u>	_____ %	_____	_____ %	_____	_____ %
Criteria for this project	Weighting	Criteria for this project	Weighting																		
<u>Qualifications and Expertise</u>	_____ %	<u>Willingness to Execute the City of</u>	_____ %																		
<u>Organization and Completeness</u>	_____ %	<u>Evanston's Prof. Ser. Agreement</u>	<u>na</u> %																		
<u>of Proposal</u>	<u>na</u> %	<u>M/W/EBE Participation</u>	_____ %																		
_____	_____ %	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>City staff recommendation plus Council approval.</u>  Top three consultants selected for this project in order: 1) <u>Christopher B. Burke Engineering Ltd.</u> 2) <u>Parsons</u> 3) <u>Stanley Consultants</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				

EXHIBIT 2

**Professional Services Agreement for the Howard street Corridor  
Improvement Project Phase II Engineering Between the City of  
Evanston and Christopher B. Burke Engineering, Ltd.**



**CITY OF EVANSTON**  
**PROFESSIONAL SERVICES AGREEMENT**

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

*Howard Street Corridor Improvement Project  
Dodge Avenue/ California Avenue to Custer Avenue/ Damen Avenue  
Phase II Engineering  
RFQ Number: 16-75*

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 Christopher B. Burke Engineering, Ltd. with offices located at 9575 W. Higgins Road, Suite 600, Rosemont, Illinois 60018, (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 \$600,000.

**I. COMMENCEMENT DATE**

**Consultant shall commence the Services on \_\_\_\_\_ or no later than **three (3)** DAYS AFTER City executes and delivers this Agreement to Consultant.**

**II. COMPLETION DATE**

Consultant shall complete the Services by \_\_\_\_\_. 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. # 16-75 (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 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.

**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 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 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 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

**F.** 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



**#NAME?  
FIXED RAISES  
COST PLUS FIXED FEE**

FIRM NAME GSG Consultants, Inc.  
PRIME/SUPPLEMENT Prime

DATE 02/08/18  
PTB NO. Howard Street

CONTRACT TERM 6 MONTHS  
START DATE 3/1/2018  
RAISE DATE 1/1/2019

OVERHEAD RATE 126.50%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

3/1/2018 - 8/31/2018

6  
6

= 100.00%  
= 1.0000

**The total escalation for this project would be: 0.00%**

# PAYROLL RATES

FIRM NAME GSG Consultants, Inc. DATE 02/08/18  
 PRIME/SUPPLEMENT Prime  
 PSB NO. Howard Street

ESCALATION FACTOR 0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$144.10	\$144.10
Senior Project Manager	\$70.30	\$70.30
Project Manager	\$55.23	\$55.23
Senior Engineer II	\$55.50	\$55.50
Senior Engineer I	\$44.16	\$44.16
Project Engineer II	\$42.75	\$42.75
Project Engineer I	\$38.33	\$38.33
Staff Engineer II	\$32.00	\$32.00
Staff Engineer I	\$27.07	\$27.07
Senior Inspector	\$42.00	\$42.00
Inspector II	\$38.00	\$38.00
Inspector I	\$33.00	\$33.00
Senior Environmental Scient	\$42.56	\$42.56
Environmental Scientist II	\$33.43	\$33.43
Environmental Scientist I	\$24.63	\$24.63
Project Administrator	\$28.00	\$28.00
Administrative	\$28.25	\$28.25
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

## Subconsultants

FIRM NAME GSG Consultants, Inc.  
 PRIME/SUPPLEMENT Prime  
 PSB NO. Howard Street

DATE 02/08/18

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	0.00	0.00

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

**FIRM** GSG Consultants, Inc.  
**PSB** Howard Street  
**PRIME/SUPPLEMENT** Prime

**DATE** 02/08/18

**OVERHEAD RATE** 1.265  
**COMPLEXITY FACTOR** 0

FF=0.145(DL + RDL + 1.4DL + IHDC)

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Pavement Cores	24	792.00	1,001.88	2,074.00	293.04				4,160.92	36.18%
	CCDD Assessment	38	1,082.00	1,368.73	2,288.00	400.34	2,200.00			7,339.08	63.82%
	<b>Subconsultant DL</b>					0.00				0.00	0.00%
	<b>TOTALS</b>	62	1,874.00	2,370.61	4,362.00	693.38	2,200.00	0.00	0.00	11,500.00	100.00%

DBE 0.00%

# AVERAGE HOURLY PROJECT RATES

**FIRM** GSG Consultants, Inc.  
**PSB** Howard Street  
**PRIME/SUPPLEMENT** Prime

DATE 02/08/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Pavement Cores			CCDD Assessment								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	144.10	10	7.94%	11.44												
Senior Project Manager	70.30	26	20.63%	14.51				2	5.26%	3.70						
Project Manager	55.23	0														
Senior Engineer II	55.50	30	23.81%	13.21												
Senior Engineer I	44.16	0														
Project Engineer II	42.75	0														
Project Engineer I	38.33	0														
Staff Engineer II	32.00	0														
Staff Engineer I	27.07	8	6.35%	1.72				8	21.05%	5.70						
Senior Inspector	42.00	0														
Inspector II	38.00	0														
Inspector I	33.00	24	19.05%	6.29	24	100.00%	33.00									
Senior Environmental Scientist	42.56	0														
Environmental Scientist	33.43	4	3.17%	1.06				4	10.53%	3.52						
Environmental Scientist	24.63	24	19.05%	4.69				24	63.16%	15.56						
Project Administrator	28.00	0														
Administrative	28.25	0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
<b>TOTALS</b>		126	100%	\$52.91	24	100.00%	\$33.00	38	100%	\$28.47	0	0%	\$0.00	0	0%	\$0.00

## AVERAGE HOURLY PROJECT RATES

**FIRM** GSG Consultants, Inc.  
**PSB** Howard Street  
**PRIME/SUPPLEMENT** Prime

**DATE** 02/08/18

**SHEET** 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES															
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	144.10	10	15.63%	22.52												
Senior Project Mana	70.30	24	37.50%	26.36												
Project Manager	55.23															
Senior Engineer II	55.50	30	46.88%	26.02												
Senior Engineer I	44.16															
Project Engineer II	42.75															
Project Engineer I	38.33															
Staff Engineer II	32.00															
Staff Engineer I	27.07															
Senior Inspector	42.00															
Inspector II	38.00															
Inspector I	33.00															
Senior Environmental	42.56															
Environmental Scien	33.43															
Environmental Scien	24.63															
Project Administrator	28.00															
Adminstrative	28.25															
<b>TOTALS</b>		64	100%	\$74.89	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

# AVERAGE HOURLY PROJECT RATES

**FIRM** GSG Consultants, Inc.  
**PSB** Howard Street  
**PRIME/SUPPLEMENT** Prime

**DATE** 02/08/18

**SHEET** 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES															
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	144.10															
Senior Project Mana	70.30															
Project Manager	55.23															
Senior Engineer II	55.50															
Senior Engineer I	44.16															
Project Engineer II	42.75															
Project Engineer I	38.33															
Staff Engineer II	32.00															
Staff Engineer I	27.07															
Senior Inspector	42.00															
Inspector II	38.00															
Inspector I	33.00															
Senior Environmental	42.56															
Environmental Scien	33.43															
Environmental Scien	24.63															
Project Administrator	28.00															
Adminstrative	28.25															
<b>TOTALS</b>		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

# AVERAGE HOURLY PROJECT RATES

FIRM GSG Consultants, Inc.  
 PSB Howard Street  
 PRIME/SUPPLEMENT Prime

DATE 02/08/18

SHEET 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES																		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Principal	144.10																		
Senior Project Mana	70.30																		
Project Manager	55.23																		
Senior Engineer II	55.50																		
Senior Engineer I	44.16																		
Project Engineer II	42.75																		
Project Engineer I	38.33																		
Staff Engineer II	32.00																		
Staff Engineer I	27.07																		
Senior Inspector	42.00																		
Inspector II	38.00																		
Inspector I	33.00																		
Senior Environmental	42.56																		
Environmental Scien	33.43																		
Environmental Scien	24.63																		
Project Administrator	28.00																		
Adminstrative	28.25																		
<b>TOTALS</b>		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



## AVERAGE HOURLY PROJECT RATES

FIRM GSG Consultants, Inc.  
 PSB Howard Street  
 PRIME/SUPPLEMENT Prime

DATE 02/08/18

SHEET 5 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES																		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal	144.10																		
Senior Project Mana	70.30																		
Project Manager	55.23																		
Senior Engineer II	55.50																		
Senior Engineer I	44.16																		
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Staff Engineer I	27.07																		
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Senior Environmental	42.56																		
Environmental Scien	33.43																		
Environmental Scien	24.63																		
Project Administrator	28.00																		
Adminstrative	28.25																		
<b>TOTALS</b>		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**COMPANY NAME:** GSG Consultants, Inc.  
**PTB NUMBER:** City of Evanston - Howard Street  
**TODAY'S DATE:** \_\_\_\_\_

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		2	\$65.00	\$130.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)		1	\$2,200.00	\$2,200.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Drilling Services			1	\$2,288.00	\$2,288.00
Railroad Insurance	Actual Cost			\$2,500.00	\$0.00
Railroad Flaggers	Actual Cost			\$1,000.00	\$0.00
Railroad Right-of-Entry	Actual cost			\$2,750.00	\$0.00
Pavement Cores and Restoration	Actual Cost		4	\$486.00	\$1,944.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
<b>TOTAL DIRECT COST</b>					<b>\$6,562.00</b>

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

**LEGEND**

W.O. = Work Order

J.S. = Job Specific

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM Sam Schwartz Consulting  
PTB \_\_\_\_\_  
PRIME/SUPPLEMENT \_\_\_\_\_

DATE 02/08/18

OVERHEAD RATE 1.359  
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	ADA Ramp Design	210	9,249.00	12,569.38		3,422.13				25,240.51	57.43%
	Signage and Striping Plan	132	4,342.90	5,902.00		1,606.87				11,851.78	26.97%
	Project Management & Coord	16	925.19	1,257.34		342.32				2,524.85	5.75%
	Agency Coordination	40	1,586.81	2,156.48		587.12				4,330.41	9.85%
	<b>Subconsultant DL</b>					0.00				0.00	0.00%
	<b>TOTALS</b>	398	16,103.90	21,885.20	0.00	5,958.44	0.00	0.00	0.00	<b>43,947.54</b>	100.00%

DBE 0.00%

DBE

Mr. Kerr is a Professional Engineer responsible for the majority of CBBEL's Rosemont operations and Peoria office. He oversees the Civil Design, Construction, Drainage, Environmental, Municipal, Phase I, Structural, and Survey Departments. The groups have significantly grown in size under his direction, as has the complexity of the projects they successfully complete.

His experience includes managing Phase I, Phase II, and Municipal projects. He is very familiar with various federal funding policies and procedures and has frequently coordinated projects for Local Agencies through IDOT's Bureau of Local Roads and Streets. Mike also serves as Village Engineer for the municipality of Algonquin and Assistant Village Engineer for the municipality of Huntley.

### STREETSCAPE

**95th Street Streetscape, 19th/21st Wards, Chicago:** Principal-in-Charge responsible for supervising the preparation of concept plans, design plans, specifications and other contract documents for roadway and streetscape improvements to 1 1/4 miles of 95th Street; from Western Ave to just east of Ashland Ave, and the first half-block of 22 side streets. Improvements included replacement of curb and gutter, storm sewer, median curb and nose improvements (creating pedestrian refuge islands), utility adjustments, street milling/resurfacing, stamped colored crosswalks, concrete bus pads, sidewalk and driveway replacement meeting the City's strict ADA criteria, paver parkways, street lighting, and new trees, planters and sod and community identifiers on light poles and vertical gateway elements. Green initiatives included lighting, trees, recycling/re-use of materials, designing project around recently improved spot segments of corridor. This project was bid as 3 separate construction projects.

**Lawrence Avenue Streetscape, 40th/46th/47th Wards, Chicago:** Principal-in-Charge responsible for supervising the preparation of concept plans, design plans, specifications and other contract documents for roadway and streetscape improvements to two miles of Lawrence Avenue; from the Chicago River to Clark St, and the first half-block of 30 side streets. To better accommodate the multi-modal nature of Lawrence Ave, the project provided a designated bike lane and narrowed the roadway (from 4 to 3 lanes) for additional pedestrian area. Improvements included replacement of curb and gutter, storm sewer, traffic signal modifications, median curb and nose improvements (creating pedestrian refuge islands), utility adjustments, street milling/resurfacing, concrete bus pads, stamped colored crosswalks, sidewalk and driveway replacement meeting the City's strict ADA criteria, street lighting, and new trees, planters and sod and community identifiers on light poles. Green initiatives included lighting, bioswales, trees, permeable pavers, recycling/re-use of materials, and under-parkway stormwater storage/infiltration system. This project was bid as 2 separate construction projects.

**Devon Avenue Streetscape, Chicago:** Principal-in-Charge responsible for supervising the preparation of design plans, specifications and other contract documents for streetscape improvement to Devon Ave and the adjacent side streets. Improvements included new sidewalk, stamped/colored sidewalk corners and ramps, trees and other landscape items, driveway reconstruction, pavement patching, milling & resurfacing of the roadways, new street lighting and a Gateway Element Structure. Improvements were designed to meet the City's stringent ADA requirements.

**Madison Street Streetscape, Oak Park:** Principal-in-Charge. Project consisted of providing conceptual level plans, traffic analysis and cost estimates to remake Madison Street into a vibrant, safer, complete street. The 1.5 mile corridor from Harlem Ave to Ashland Ave spans the entire Village and is one of the major east-west corridors. The leading design consists of a road diet of the corridor, slightly widening the parkways, adding a new bike lane in each direction in the western third of the corridor, and adding a "cycle track" (bike lane between the parkway and the parking lane) in the middle third of the corridor. With shifting in the curbline and removing the barrier medians, the roadway is reduced from the existing 4-lane section with parking on both sides to a 3-lane section with bike lanes and parking on both sides. Tasks included providing development of streetscape alternatives (roadway/bikeway engineering design geometrics, ADA accessibility, sustainable design, traffic calming, construction staging/feasibility), assessment of existing infrastructure, traffic analysis, cost estimates, and attendance at meetings and public presentations.

**YEARS EXPERIENCE:** 32  
**YEARS WITH CBBEL:** 24

### EDUCATION

Bachelor of Science, 1985  
Mining Engineering  
Southern Illinois University

### PROFESSIONAL REGISTRATION

Professional Engineer, IL,  
062.046642, 1991

### CERTIFICATIONS

Kane County  
Engineer Review Specialist



**Lawrence Avenue Streetscape, Harwood Heights:** Principal-in-Charge responsible for Phase I and Phase II Engineering, a distance of approximately 2,000'. This project was partially funded by ITEP and included widening to improve existing parking and provide new parallel on-street parking spaces, a public parking lot on the south side, drainage improvements, new CTA Bus Stops, trees, planters, trash receptacles, bicycle racks, furnishings, decorative street lighting, new sidewalks, intersection lighting, and higher visibility crosswalks consisting of brick pavers.

**Main Street Redevelopment, Bensenville:** Project Manager for the redevelopment of the downtown area. Streetscape features were designed to blend with the roadway architecturally and with the adjacent businesses. This project included survey and design services for the development of a Phase I Report. Accident and intersection analyses were conducted to determine left turn channelization and parking configurations, lane widths and pedestrian flow. Various streetscape features such as pavers, decorative lighting, and benches were incorporated into the design.

### BIKE, PEDESTRIAN, AND TRANSIT

**Sheridan Road/Chicago Avenue Bikeway, Evanston:** Principal-in-Charge and Environmental Lead for this Phase I CE Group II project which received design approval November 2, 2015. Project involves implementing a road diet on Sheridan Rd (from Davis St to Ridge Ave) and constructing new bicycle facilities through downtown Evanston and Northwestern University. Various improvements serve to create safer conditions for all modes of transportation including high visibility and shorter crosswalks, pedestrian refuge islands, protected bike lanes, new signal timing with dedicated traffic signals for bicycles, and transit vehicles pull-off bays and loading platforms. Special attention was given to minimize historic impacts, facilitate community involvement, and preserve trees through the corridor. Project lies in both a local and Federal Historic District. Both IHPA and Evanston Historic Preservation Commission gave positive recommendations. At the 14 public involvement meetings, input was received from Evanston's general public, local bicycle clubs, downtown business owners, Northwestern University staff and students, aldermen, City Council, and other City staff. Part of Phase I included obtaining approval for bicycle signal face and design variances including minimum horizontal curve radius and minimum intersection sight distance. CBEL is currently working on Phase II.

**Lake Cook Road Multi-Use Path, FPDCC:** Principal-in-Charge. The project consisted of the construction of a multi-use path along Lake Cook Road from the East Service Drive of the Chicago Botanic Garden to the Green Bay Trail, a distance of approximately 0.80 miles. The multi-use path is 10' wide and includes retaining walls, boardwalks, signal modifications at the intersection of Lake Cook Rd and Green Bay Rd, and at-grade crossing of the UPRR. Minimizing impacts to natural resources located in Botanic Garden's McDonald Woods and FPDCC's Turnbull Woods was critical. Services included Phase I, Phase II & Phase III, wetland permitting, and coordination with UPRR.

**DuPage River Trail – Segment IV, Naperville:** Project Manager responsible for land acquisition, review, refinement and update of Phase I study; field survey; trail pavement design; utility

coordination; development of environmental mitigation plans; preparation of detailed construction plans for civil, structural and landscaping improvements; preparation of project specifications and bid documents; permit acquisition; and qc/qa. Project consisted of a 12' wide multi-use bituminous path with 2' wide shoulders on each side; a new 12' wide bridge was constructed to cross the trail over DuPage River and a box culvert was constructed to cross the trail over Saw Mill Creek.

### Infrastructure Initiative-Public Sidewalks, Northbrook:

Principal-in-Charge responsible for construction engineering and observation of approximately 108,000 SF of new sidewalk where sidewalk had not existed. Installed storm sewer and drainage structures where necessary.

**Barker Avenue Bike Path, Rolling Meadows:** Principal-in-Charge for the construction of a mile long bikeway from an existing bike path connecting to Village of Arlington Heights bike path. The bikeway is a combination of off-street bike paths, on-street bike routes, included a crossing of Salt Creek and is part of the City's Bikeway Plan. Phase I services included alternate route studies, development of horizontal and vertical geometry in accordance with AASHTO Bicycle Guidelines, and preparation and design approval for a Local PDR in accordance with IDOT/FHWA standards. The path also required coordination and an easement from Rolling Meadows High School. Phase II services included preparation of plans, specifications and estimates in accordance with IDOT requirements.

### Kirchoff Road Bike Path Extension, Rolling Meadows:

Principal-in-Charge for the extension of existing bike path underneath IL 53, across Hicks Rd to Plum Grove Rd, a total distance of 4,000'. The crossing under IL 53 is one of only two bike crossings of IL 53 and connects central downtown area and Salt Creek bike path to western portions of the City and bike paths west of IL 53. The 800 LF of path east of Hicks Rd is 10' wide concrete path with 1' wide colored, stamped concrete borders to match concrete path with brick paver ribbons found throughout the downtown area. The 3,000 LF of path west of Hicks Road is a 10' wide bituminous path. Construction of the path underneath IL 53 bridge included construction of a combination 12' wide concrete path/6' high retaining wall structure.

**Rohlwing Road Bike Path, Rolling Meadows:** Principal-in-Charge for Phase I, II, and III engineering services including a Local PDR for Group II CE which was approved by IDOT/FHWA and included development of horizontal and vertical geometry in accordance with AASHTO Bicycle Guidelines. This project included a new 2,800' path that extends an existing path under IL 53 and connects the path to a future bike path in Arlington Heights and Palatine. The path is a 10' wide bituminous path with a 2' wide clear zone. The north portion of the path is adjacent to a retaining wall due to the grade separation with the existing parking lot. The construction of the path underneath the IL 53 bridge included partial reconstruction of the existing bridge slope wall in combination with the 10' width bituminous path with a 6' high retaining wall structure. Project required coordination with existing businesses and the Rohlwing Road Roadway project, including a signalized crossing at Industrial Ave and Rohlwing Rd.



**Maywood Metra Commuter Station:** Project Manager for design improvements on the Union Pacific West line which consisted of a new commuter station, ADA improvements, parking upgrades, utility, Union Pacific Railroad and Metra coordination. Federally funded project included procurement through IDOT Bureau of Local Roads.

**Cary, Mount Prospect and Harlem Avenue Stations, Metra:** Project Manager for the design services for the construction of new platforms along with platform site access conforming to ADA regulations at the Cary and Mt. Prospect Metra Stations. The Harlem Avenue Metra Station included replacement of two 880' asphalt platforms, pedestrian crossing, and miscellaneous improvement to make the station accessible.

**Elburn Station, Metra:** Project Manager for the parking lot expansion on Metra's Union Pacific West Line. Design included the addition of over 300 parking spaces, lighting, drainage and landscaping. Scope included survey, plan and specifications, structural work, overall project management, QA/QC and assistance with lighting. All work was designed using Metra's Design Guidelines for Commuter Parking Lots and Stations. Project required permitting included Kane, DuPage Solid Water Conservation District as well as meetings with Elburn, UPRR, and all other stakeholders.

**Lockport Station, Metra:** Project Manager for the platform improvement project located at the corner of 13th St and State St on Metra's Heritage Corridor Line. The project consisted of demolition of existing outbound platforms and construction of a new 465' outbound platform further south. The existing inbound platform was extended to become a 465' platform. Lighting of platforms was included in this improvement and a sidewalk was constructed on CN property connecting the inbound platform to 11th St. Scope included topographic survey of the entire Commuter Rail Station area; concept plan for the platform location; plans, specs and estimates for the approved concept plan; and shop drawing review assistance during construction.

## MUNICIPAL

**Highland Road Widening and Rehabilitation, Grayslake:** Principal-in-Charge overseeing design plan preparation for the widening and rehabilitation of the federally funded improvements to Highland Road from Lake St to IL 83. The existing roadway cross section included two through lanes with roadside ditches to collect stormwater run-off. The existing pavement was patched, widened and resurfaced. Curb and gutter, sidewalk and storm sewer were added. Two sections of pavement were reconstructed to accomplish minimum longitudinal slopes for positive drainage. The storm sewer was oversized to include in-line detention to compensate for the additional impervious area. The project was coordinated with IDOT and LCSMC and construction cost was \$1.6 million.

**Deerfield Road Reconstruction, Deerfield:** Principal-in-Charge responsible for providing Phase I engineering for the reconstruction of Deerfield Road from Waukegan Rd (IL 43) to Carriage Way, a distance of approximately one mile. The Phase I Engineering study included all work necessary to receive Phase I design approval from IDOT. Due to the development of the area as well as expected additional development, the Phase I study anticipated additional through lanes, requiring ROW

acquisition and temporary easements. Additional tasks included a BCR as well as Preliminary Bridge Design & Hydraulic Report, traffic data collection and analysis, evaluation of pedestrian and bicycle accommodation needs, surveys, roadway and drainage plan development including roadway lighting improvements, and environment surveys/clearances.

**Edgewood Drive Reconstruction and Widening, Algonquin:** Project Manager responsible for Phase I and II Engineering. The project included the demolition and replacement of the simple span steel beam and concrete deck bridge structure at Ratt Creek, removal of existing triple 84" diameter CMP culverts at the Ratt Creek Tributary and replacement with 12'x8' precast concrete box culvert, approximately 500' of concrete retaining wall with decorative cast liner providing a natural stone relief, complete new storm sewer and sanitary sewer systems, 5100' of roadway reconstruction and widening with vertical profile realignment, fly ash soil subgrade modification, an 8' wide bike path, thermoplastic pavement striping, tree planting, and native vegetative landscape restoration.

**Hawthorne Lane Reconstruction (Phase I, II & III), West Chicago:** Project Manager responsible for roadway design plans, specifications, cost estimates, permits and other contract documents for the reconstruction of 2 miles of Hawthorne Lane from Powis Rd to Arbor Ave. The project provided for the existing 2-lane facility to be expanded to a 3-lane section bound by curb and gutter, with a shared use path in the south parkway. Phase I included geometric studies; roadway profile was raised at Kress Creek; extensive floodplain modeling along with culvert and detention analysis was required to mitigate impacts. Phase II included a closed drainage system, sidewalks, sanitary sewer, water main and design of 3 detention basins. Improvement to 3 railroad crossings (meeting quiet zone requirements), and channelization at intersections were made. Phase III services included as-built plan preparation, including full topographic survey, earthwork quantity calculations, and maintenance and monitoring of the three detention basins as required by USACE permit. Coordination of this federally funded project included IDOT, UPRR, EJ&E railroad, ICC, USACE, DuPage County Stormwater Management Commission, and DCDOT.

**153rd Street Reconstruction (Phase I), Orland Park:** Project Manager for the reconstruction, widening and resurfacing of approximately 1.5 miles. Two lane rural cross-section were reconstructed to provide five 12' lanes bound by B.6-24 curb and gutter. Complete removal of the existing bituminous pavement for 1/4 mile and resurfacing/widening for 1/4 mile. The replacement included full depth asphalt pavement, new curb and gutter, a new storm sewer system and utility relocations. The project included upgrading two intersections with traffic signals and improved channelization.



Mr. Michalowicz is experienced in infrastructure engineering, as well as the principles and practices related to railroad track design. His project experience includes transportation design, storm water management, cost estimating, railroad track design and utility coordination. Martin has familiarity working with Class 1 freight (CSXT and Norfolk Southern) and commuter rail (Metra), as well as roadway and airport design. His current responsibilities include roadway and streetscape design, storm and sanitary sewer design, water distribution design, and preparation of state and municipal plans, specifications and estimates.

Software Experience: MicroStation, GeoPak, SAP CJ20N & CJ40, AutoTurn, Microsoft Office

**Sheridan Road/Chicago Avenue Bikeway, Evanston:** Project Manager for Phase II project. Project involves implementing a road diet on Sheridan Rd (from Davis St to Ridge Ave) and constructing new bicycle facilities through downtown Evanston and Northwestern University. Various improvements serve to create safer conditions for all modes of transportation including high visibility and shorter crosswalks, pedestrian refuge islands, protected bike lanes, new signal timing with dedicated traffic signals for bicycles, and transit vehicles pull-off bays and loading platforms. Special attention was given to minimize historic impacts, facilitate community involvement, and preserve trees through the corridor. Project lies in both a local and Federal Historic District. CBBEL is currently working on Phase II.

**Maywood Metra Commuter Station:** Project Engineer for design improvements on the Union Pacific West line which consisted of a new commuter station, ADA improvements, parking upgrades, utility, Union Pacific Railroad and Metra coordination. Federally funded project included procurement through IDOT Bureau of Local Roads.

**Annual Capital Projects, Forest Park:** Project Engineer responsible for design of the Village's annual capital improvements projects. The projects consist of: 50/50 Sidewalk Program, Alley Reconstruction Program, Pavement Marking Program, Resurfacing Project, Sewer Extension Project, and Parking Lot Sealcoating Program.

**5-Year Plan and Alley Evaluation, Lincolnwood:** Project Engineer responsible for data collection and rating of existing infrastructure in order to create a 5-year plan for the Village's future public improvements projects.

**Pearl Street District, Rosemont:** Project Engineer responsible for preparation of plans, specifications, and cost estimate for roadway and drainage improvements. Project consisted of complete removal and realignment of existing roadway, retaining wall demolition, earthwork, new storm sewer design, utility coordination, maintenance of traffic, Metra operations coordination, and erosion control layout.

**Multi-Use Path IL Route 47, Huntley:** Project Engineer responsible for Phase 1 tasks including IDOT ESR coordination, wetland coordination, preliminary layout and wetland mitigation.

**Norfolk Southern Public Improvement Projects, Engineering Services OH, MI, IN, IL, IA\*:** Project Engineer responsible for preliminary and final design plan review, coordination with project sponsors, preparation of railroad force account estimates, attending project meetings, sheeting and shoring plan reviews, contractor submittal reviews, on-site construction inspection, preparation of progress reports. Provided Norfolk Southern with Engineering Services under an on-going blanket service contract for a wide variety of publicly funded improvement projects including grade separations, both underpass and overpass, bridge replacements and rehabilitations, grade crossings and adjacent track infrastructure.

**CREATE, 75th Street Corridor Improvement, IDOT\*:** Project Engineer involved with preliminary track design and engineering work, which included 2 flyovers and construction of 3 new main line tracks for freight operations to enhance freight and passenger rail service throughout Chicago Metro area. Developed track construction phasing plans to allow construction to be performed without interruption to existing traffic. Project cost approx. \$1M.

**Norfolk Southern 51st Street Bridge Replacement, 47th Street Intermodal Facility, Chicago\*:** Project Engineer for final design of track changes in connection with bridge replacement, extension of storage tracks, grading and drainage for a yard modernization to accommodate cranes for loading intermodal containers. Total project cost \$60M.

**YEARS EXPERIENCE:** 15  
**YEARS WITH CBBEL:** 2

**EDUCATION**

Bachelor of Science, 2002  
Civil and Environmental  
Engineering, University of  
Wisconsin at Madison

**PROFESSIONAL REGISTRATION**

Professional Engineer, IL,  
062.059502, 2006

**CERTIFICATIONS**

Construction Safety and  
Health, OSHA  
  
Roadway Worker Protection,  
FRA  
  
Class 1 Railroad Security  
& Safety, e-RAILSAFE,  
884282101410

**PROFESSIONAL DEVELOPMENT**

Railway Track Systems:  
Engineering and Design  
Course, University of  
Wisconsin at Madison, 2008  
  
Introduction to Practical  
Railway Engineering Seminar,  
AREMA, 2011  
  
Track Alignment Design  
Seminar, AREMA, 2012  
  
FRA Roadway Worker  
Protection Training

**PROFESSIONAL AFFILIATIONS**

Active Transportation Alliance  
  
American Railway Engineering  
and Maintenance-of-Way  
Association (AREMA)



**Riverton Junction Reconfiguration, Norfolk Southern Railroad, Front Royal, VA\*:** Project Engineer involved in conceptual development, preliminary engineering and final design for the realignment of the Junction to increase the operating speed of the H-line to the B-line connection from 15 MPH to 30 MPH. Total project cost \$40M.

**Ogilvie Transportation Center Façade Repair, Metra, Chicago,\*:** Project Manager responsible in developing bid documents for masonry repairs. The east and west masonry archway entrances to Metra Market parking garage had loose, fractured and falling bricks. Responsible for project management and CDQMP quality assurance while Rubinos & Mesia Engineers, Inc. performed the engineering and design.

**Electric District Weldon Yard Drainage Repairs, Metra, Chicago,\*:** Project Manager responsible for developing a solution for a drainage problem adjacent to the MU Shop Building. Responsible for project management and CDQMP quality assurance while Rubinos & Mesia Engineers, Inc. performed the engineering and design.

**Electric District New Signal Bridges 46th to 61st Streets, Metra, Chicago,\*:** Project Engineer responsible for field investigation, surveying, geotechnical investigation, engineering and design for replacing 6 new catenary power supporting signal bridges, 2 catenary structures and the relocation of Metra's AC power lines to a steel pole system along the project limits. Prepared final construction documents including plans, specifications and estimates of construction cost. Assisted Metra and coordinated plan review and approvals with City of Chicago Office of Underground Coordination. Project cost approx. \$6M.

**Milwaukee West District Embankment Protection, Metra, Elgin\*:** Project Engineer responsible for preparation of contract documents for construction of embankment protection along the Fox River on MWD Milepost 36.9 to 37.1. Investigated and assisted Metra in preparation of the application packet seeking project authorizations from USACE, IDNR-OWR, and IEPA.

**Virginia Rail Enhancement (VRE) Fund Capacity Improvements, CSXT, Richmond to Newport News, VA\*:** Track Design Engineer responsible for design and development of advanced preliminary plans consisting of Plan/Profile sheets and 100' cross section sheets for 70 miles of new second mainline track on the Peninsula Subdivision to provide upgrades for enhanced 79-MPH passenger rail service. Preliminary engineering work including coordination of survey, geotechnical, signal work, field investigations, wetland and permitting coordination, and preparation of preliminary cost estimates for design and construction. Tracked job progress and percent completion. Total estimated project cost \$300M.

**Virginia Rail Enhancement (VRE) Fund Capacity Improvements, CSXT – Chesterfield County and City of Richmond, VA:** Project Engineer responsible for review of plan set consisting of Plan/Profile sheets and 100' cross section sheets for 10 miles of new second mainline track on the Bellwood Subdivision to provide upgrades for enhanced 79-MPH passenger rail service.

**NW Ohio Trans-shipment Terminal, CSXI – North Baltimore, OH\*:** Project Engineer involved with earthwork quantities for new 520-acre facility. The new terminal construction consisted of 2 million CY of earthwork, 300,000 tons of aggregate base placement, erosion control, water distribution system, site sanitary sewage system, several thousand feet of storm drainage, several CSXT mainline jack and bore culverts, 34,000' of fencing, 25 miles of track and turnouts, crane foundation for five wide span electrical cranes, 4 buildings, entry gate complex, compressed yard air system, fueling systems, site electrical and high mast lighting.

**Ronald Reagan Memorial Highway (I-88) Reconstruction, Illinois Tollway, DuPage County\*:** Engineering Inspector on this complicated project, which involved reconstruction and add-lane on both EB and WB sides of I-88 from York Road to the Spring Road exit. Project also included rehabilitation of Plaza 51 and the cross mainline tunnel associated with the control building and annex building. This was a \$64M 3-year project involving an extremely high volume of traffic. Staging and phasing were complex elements that required the ability to work closely with the contractor and the adjacent projects to ensure seamless MOT.

**Runway 10C-28C and Associated Taxiways, O'Hare International Airport, Chicago Department of Aviation\*:** Design Engineer for design of mass earthwork for a new runway at O'Hare International Airport. Project included construction of Runway 10C-28C, a 10,800' Group VI runway and associated taxiways. The runway is located south of existing Runway 9R-27L. Work included mass earthwork, grading and drainage, paving, utilities, lighting, signage, pavement markings, security fencing, all necessary construction phasing and staging drawings, and all navigational aids ("NAVAIDS"). Project also included the design for a new air cargo apron to support 2 relocated air cargo facilities.

*\*prior experience*





Senior Project Manager experienced in a wide range of engineering disciplines including electrical, mechanical and civil engineering. Experience includes construction observation and resident engineering assignments and final review of completed projects. Responsibilities include design and coordination of various types of mechanical and electrical projects, including potable water storage facilities, stormwater pumping stations, wastewater lift stations, street lighting installations recreation and sports lighting installations, recreational park designs, and general public works building improvements. Duties include the preparation of design plans, calculations and specifications, and field observation and contractor shop drawing review of construction projects. Performs electrical and mechanical site plan review for several municipalities as well as preparation of CAD design drawings for Mechanical and Electrical Engineering design projects.

## LIGHTING

**Greenbrook/Tanglewood Homeowners Association Street Lighting Improvements, Hanover Park:** Provided photometric design, electrical design, and construction observation for replacement of 200 incandescent light fixtures and replacing them with new LED type lighting units.

**Kreutzer Road Lighting, Huntley:** Provided roadway lighting design for the extension of Kreutzer Road from IL Route 47 to Main Street. Project included connection from two lighting controllers to power proposed lighting.

**Downtown Redevelopment Lighting, Flossmoor:** Project included the replacement of all incandescent and HID lighting units within the downtown area which included 4 individual streets and 3 parking lots for commuter train station and shopping district.

**Harper College North Parking Campus Expansion and Lighting Improvements, Palatine:** Design of new parking lot lighting systems and powering them through dedicated "smart panel" technology. Project also included IT infrastructure and cabling improvements which encompassed new security video camera system.

**Lincolnshire Downtown Development:** Project included site lighting design for a new retail development and access road lighting improvements. Design incorporated new irrigation system, coordination of new site utilities including ComEd, AT&T, Nicor, Comcast, and Village water and sewer service lines and bridge lighting.

**Street Lighting Inventory and GIS Data Retrieval and Lighting Upgrades, Willowbrook:** Project consisted of inventorying all of the Village's lighting system and entering the data into a GIS database and based on the information in the database, create a Capital Improvement Plan to replace all existing HID lighting with new LED type lighting units.

**Highlands of Algonquin Roadway Lighting Design:** Design of LED type ornamental lighting system for mixed use residential subdivision and golf course community. Design included two independently controlled lighting systems for two different areas within the subdivision.

**Riverside Square Ornamental Lighting System and Streetscape Electrical Design, Algonquin:** Design included extending the Village's existing lighting system to illuminate roadways within the new mixed use condominium development at the intersection of IL Route 31 and Algonquin Rd. Design also included electrical elements to allow for future expansion of the new portion of lighting system.

**Lighting Ordinance Revision, Algonquin:** Village was looking to upgrade the existing lighting ordinance to provide for use of LED lighting and standardize the different areas within the Village. CBEL developed revised Ordinances and Standardized details for municipal and developer use.

**Madison Street Streetscape Phase I Lighting Study, Forest Park:** Performed a Photometric Study and Lighting Analysis to identify the number of poles to be utilized and to identify potential conflicts with proposed roadway geometry and utilities for design of the lighting system.

**Downtown Redevelopment Roadway Lighting, Flossmoor:** Design of LED ornamental lighting system to replace the Village's 50 year old system. System was designed to incorporate future streetscape improvements proposed by the Village.

**YEARS EXPERIENCE:** 32  
**YEARS WITH CBEL:** 21

## EDUCATION

Associate of Science, 1987  
Electronic/Computer  
Technology Control  
Data Institute

## CERTIFICATIONS

ICORS Training Seminar, IDOT

## PROFESSIONAL DEVELOPMENT

Ethics in City Government,  
Ethics Training for  
CDA/OMP Contractors,  
Vendors & Employees

ComEd New Business Services,  
2009

Steel Tank Institute (STI)/SPFA  
Steel Water Tank Design and  
Construction Seminar, 2009

Writing at Work, Advanced  
Technical Writing, 2008

Highway Lighting Seminar,  
ACEC Illinois & IDOT, 2006

National Electrical Code  
Review, 2005

## PROFESSIONAL AFFILIATIONS

International Code Council

Irish Engineers & Contractors



**I-294 at IL Route 137, Lake County:** Design of 5,500 LF of new continuous freeway lighting system in each direction for widening of I-294 north and south of IL Route 137 and intersection lighting design for 4 signalized exit and entrance ramps. Project utilized approx. 75 lighting units with 400W HPS roadway luminaires mounted on 50'-0" mounting height aluminum poles on 15' truss mast arms along with 150W HPS Wall Pak Type Lighting Units for Underpass Lighting. The Main Line lighting is controlled by a centrally located Radio Controlled Lighting controller and Intersection transition Lighting is controlled out of the traffic signal controller Transfer Cabinets. Project also included design and installation of 1,500 LF of duct bank for the installation of fiber optic network cable for Illinois Tollway Communications, Surveillance and Lighting Control.

**Main Street Lighting Phase 1, Lombard:** Resident Construction Engineer for the Village's largest lighting project which included installation of 110 ornamental lighting units and approx. 4 miles of conduit and wire.

**North Avenue Frontage Road Ornamental Lighting, Lombard:** Project consisted of coordination of lighting design with concurrent IDOT (IL 64) North Ave Reconstruction Project from IL 53 to Addison Rd Proposed Roadway Lighting System.

**Uptown Redevelopment Roadway Lighting, Park Ridge:** Design consisted of a complete reworking of the City's Uptown District from open areas to mixed use residential and commercial development which including converting existing roadways into pedestrian friendly environment. Lighting design included ornamental roadway type poles and luminaires mixed with pedestrian scale luminaires and poles and combination traffic signal and lighting poles for 3 IDOT roadways and 4 City maintained roadways serviced by 4 lighting controllers.

**Comprehensive Street Lighting Study, Lombard:** Identified, assessed, and reorganized the Village's existing database of all street lighting and street lighting systems. Additional services provided were identification of and assignment of a Village-wide pole and controller universal numbering system. Provided electrical evaluation of each lighting system; recommendations for future expansion, existing lighting systems and development of 10-year Capital Plan for street lighting improvements projects.

**Comprehensive Street Lighting Study, Oakbrook Terrace:** Developed a comprehensive plan for providing residential lighting systems into a Capital Improvement Plan.

**Roy Avenue Lighting, Northlake:** Design and construction of residential street lighting system for 1.2 miles of roadway. Project included design of 2 independent lighting controllers with 25 metal halide lighting standards. Design parameters included coordination with ComEd for removal of existing ComEd pole lighting units.

**Balmoral Road Extension Street Lighting Phases I, II & III, Rosemont:** Design of multiple lighting systems incorporating the use of over 140 lighting units. Projects close proximity to O'Hare Airport restricted overall mounting height to 17'-0". Project consisted of temporary lighting on Mannheim Rd for construction operations, bridge lighting mounted to parapet walls underpass lighting and upgrades to existing Village, City of Chicago, and IDOT lighting systems.

#### **75th Street Extension Street Lighting, Willowbrook:**

Designed to incorporate 2 separate construction phases. Coordination of 2 phases was accomplished by providing one centrally located lighting controller with capacity of including the Phase II lighting at a later time.

**Lighting Ordinances, Willowbrook:** Revised current Village Ordinance sections pertaining to street lighting and parking lot lighting to conform to latest codes and standard practices and procedures.

**East Side Sports Complex, St. Charles Park District:** Site lighting and softball field lighting. Assisted in design of electrical systems for 2 cartwheel style quad softball fields. Scope included site electrical for providing well water to site and irrigation system.

**Internationale Centre, Woodridge:** Ongoing project involving design and coordination of construction for multiple street lighting systems including over 140 light standards and 6 lighting control centers for illumination of over 7 miles of roadways.

**Main Street Reconstruction Lighting, Bensenville:** Designed ornamental lighting for downtown area streetscape project.

**Randall Road and Highland Avenue Intersection and Transition Lighting, KDOT:** Design of roadway lighting system using 40 aluminum poles and cobra head luminaires, combination traffic signal and lighting mast arm combination.

**Bridge Lighting Design and Construction for Historic Route 66 (IL 53) of Kankakee River, Wilmington:** Design and construction of ornamental lighting system for existing bridge. Bridge lighting will follow existing downtown streetscape design.

**Brickyard Mall Redevelopment Site Lighting, Chicago:** Demolition of existing indoor mall and development of site lighting designs for more than six major anchor stores and incorporated adaptor reuse of existing lighting systems.



Mr. Ziegler is a professional engineer experienced in transportation engineering. His background includes transportation studies and the design of numerous infrastructure improvements for State agencies, counties and several local municipalities. In addition, his experience includes serving as an adviser to our municipal clients on various traffic and transportation committees. Through his municipal experience, he understands the dynamics associated with municipal transportation systems and the need to balance modal demands. This includes accommodating pedestrian and bicyclists as well as a robust public transportation system.

#### ILLINOIS DEPARTMENT OF TRANSPORTATION

##### Signal Coordination and Timing (SCAT):

- Central Office, PTB 162-35
- Central Office, PTB 158-38
- Central Office, PTB 138-26
- Central Office, PTB 134-14
- Central Office, PTB 130-14
- Central Office, PTB 124-58
- Central Office, PTB 113-51

##### Traffic Signal Design Services:

- District 1, PTB 164-10
- District 1, PTB 111-14
- District 1, PSB 99-09
- District 1, PSB 95-07
- District 1, PSB 91-07

**Des Plaines River Road Phase I:** US Route 12 to Devon Avenue

**District 1 Specialty Engineering Reports:** Land Acquisition – Various/Various

#### LAKE COUNTY DIVISION OF TRANSPORTATION

**Gilmer Road (Midlothian Road to IL Route 176):** Phase I and II Adaptive Traffic Signal System, and Permanent Traffic Signal and Ethernet System Improvements (PASSAGE)

**Aptakisic Road (Brandywyn Lane to Park):** Phase II Adaptive Traffic Signal System, Permanent Traffic Signal Improvements (PASSAGE)

**Cedar Lake Road (Hart Road to Rollins Road):** Phase I and II Traffic Signal System, Permanent Traffic Signal and Ethernet System Improvements (PASSAGE)

**IL Route 83 (North Avenue to Millstone Drive):** Phase I and II Traffic Signal System Fiber Optic Interconnect and Ethernet System Improvements (PASSAGE)

**US Route 12 (Rand Road) - IL 176 to Miller Road:** Phase I and II Adaptive Traffic Signal System and Permanent Signal and Ethernet System Improvements (PASSAGE)

**IL Route 120 (Belvidere Road) - IL 134 to US 45:** Phase I and II Adaptive Traffic Signal System and Permanent Signal and Ethernet System Improvements (PASSAGE)

**Wadsworth Road and Green Bay Road:** Phase I and II, Intersection Design Studies, Temporary and Permanent Signal Improvements, Video Detection System and Ethernet System Improvements

**IL Route 21 (Milwaukee Avenue) and Winchester Road:** Phase I and II, Intersection Design Study, Intersection Widening, Temporary and Permanent Signal Improvements

#### COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

##### Traffic Signal and Electrical Engineering Design Services:

- 12-8TSDS-12-ES
- 09-8TSDS-08-ES
- 03-8TSDS-06-ES
- 01-8TSDS-05-ES
- 99-8TSDS-03-ES

**YEARS EXPERIENCE:** 32  
**YEARS WITH CBBEL:** 22

##### EDUCATION

Bachelor of Science, 1984  
Civil Engineering,  
Transportation  
North Carolina State University

##### PROFESSIONAL REGISTRATION

Professional Engineer, IL,  
062.045853, 1990  
Professional Engineer, IN,  
PE10910736, 2009  
Professional Engineer, WI,  
40597-006, 2009

##### CERTIFICATIONS

Professional Traffic  
Operations Engineer

Traffic Signal Technician  
Level II, IMSA

##### PROFESSIONAL DEVELOPMENT

2009 IDOT/ACEC Traffic  
Signal Design Guidelines  
(Developed and Presented)

2002 IDOT District 1 Traffic  
Signal Design Guidelines  
Seminar, CECI  
(Developed and Presented)

1999 IDOT District 1 Traffic  
Signal Design Guidelines  
Seminar, CECI  
(Developed and Presented)

Traffic Signal Design and Traffic  
Operations, Georgia Institute  
of Technology, Econolite Users  
Group, Eagle Users Group

Ethics in City Government,  
Ethics Training for  
CDA/OMP Contractors,  
Vendors and Employees

##### PROFESSIONAL AFFILIATIONS

American Society of  
Civil Engineers

Institute of Transportation  
Engineers

International Municipal  
Signal Association



**KANE COUNTY DIVISION OF TRANSPORTATION**

**Randall Road (Dean Street to Main Street):** Traffic Signal Modifications, Fiber Optic Interconnect and Ethernet Improvements

**Randall Road (Red Haw to Binnie Road):** Traffic Signal Modifications, Fiber Optic Interconnect and Ethernet Improvements

**Randall Road Highway Safety Improvements:** Traffic Simulation Modeling and Traffic Signal Modernization Plans.

**MCHENRY COUNTY DIVISION OF TRANSPORTATION**

**Randall Road (Harnish Drive to Miller Road):** Signal Coordination and Timing Study

**Traffic Signal Timing Assistance and Review:** Various

**Chapel Hill Road and Bay Road:** Intersection Channelization and Traffic Signal Installation

**River Road and Miller Road:** Temporary Traffic Signal Improvements

**CITY OF NAPERVILLE**

**US Route 34 (Ogden Avenue) and 5th Avenue:** Intersection Design Study and Permanent Traffic Signal Improvements

**111th Street and Thatcher:** Permanent Traffic Signal Improvements and Signal System Interconnect

**Brach/Brodie Property, IL Route 59 and 75th Street:** Intersection Design Studies and Traffic Signal Improvements

**Ondeo Nalco, Diehl Road and East Entrance:** Permanent Traffic Signal Improvements and Fiber Optic Closed Loop System

**OTHER PROJECTS**

**IL Route 60 (Townline Road) and Field Drive/Saunders Road, Lake Forest:** Phases I and II, Intersection Design Study, Roadway and Traffic Signal Improvements

**Kildeer Commons, US Route 12 (Rand Road) and Quentin Road, Kildeer:** Intersection Design Studies, Temporary and Permanent Traffic Signal Improvements and Fiber Optic Closed Loop System

**IL Route 62 (Algonquin Road) and IL Route 58 (Golf Road), Rolling Meadows:** Intersection and Traffic Signal Improvements with In-Pavement Lighting

**IL Route 58 (Golf Road) and New Wilke Road, Rolling Meadows:** Phase I and II Intersection Design Studies, Intersection and Traffic Signal Improvements.

**Balmoral Avenue (Des Plaines River Road to N. Pearl Street), Rosemont:** New Traffic Signal Installations, Fiber Optic Interconnect and Video Monitoring Improvements.



# Stacey Meekins, AICP Director of Transportation Planning

## Education

### **M.S. Urban Planning + Policy**

University of Illinois at  
Chicago, 2005

### **B.S. Civil Engineering**

Northwestern University,  
2000

## Certifications

American Institute of Certified  
Planners

## Professional Affiliations

Congress for the New  
Urbanism – IL Chapter, Board  
Member

American Planning  
Association

Association of Pedestrian and  
Bicycle Professionals

Active Transportation Alliance

Women's Transportation  
Seminar, Mentoring Program  
Chair

National Complete Streets  
Coalition Speaker's Bureau

Safe Routes to School  
National Course Instructor

## Presentations

Designing Bikeways,  
Naperville, IL

**Stacey Meekins** leads the transportation planning practice out of the *Sam Schwartz* Chicago office. With over twelve years of experience, Ms. Meekins has worked with communities across the Midwest, from large urban centers to small suburban towns, to develop strategic plans for transportation improvements from short-term, quick installations, to major capital investments. Ms. Meekins excels in managing logical processes that lead clients and stakeholders through an exploratory and visioning approach to determine critical needs to then identify solutions.

## Relevant Experience

### **Great Streets Gravois Road, Affton, MO**

As the transportation consultant on the Great Streets Gravois Road project, Ms. Meekins and Ms. Kellerman provided analysis of existing conditions and assessment of recommendations from a transportation perspective. The core recommendation that resulted from this project was that the State or County undertake a feasibility study to reconfigure the roadway, which would open many opportunities for improved pedestrian and bicycle facilities along the corridor. That study is already in motion with a procurement process underway for consulting services.

### **Skinker Boulevard Bikeway Design, St. Louis, MO**

Ms. Meekins is Project Manager for the Skinker Boulevard Bikeway analysis and conceptual design. Sam Schwartz is providing technical analysis and community outreach assistance to review the potential for an improved bicycle connection between disparate facilities and the main Washington University campus. The project includes a traffic analysis, using Synchro software, of the existing and proposed conditions to determine if the addition of a bike lane would have a detrimental impact on the traffic flow. Recommended changes to signal timings to optimize the traffic flow will be provided. In addition, conceptual diagrams of a proposed separated bike lane in plan view and cross-section have been developed to visualize the changes, with particular attention to challenge spots including intersections, alleys, and bus stops.

### **Mundelein Downtown Subarea Plan, Mundelein, IL**

Partnering with Farr Associates, Sam Schwartz is leading the transportation component of the Mundelein Downtown Subarea Plan. There are two primary issues facing the Village; 1. How to make the main street, Hawley Street, through their downtown a walkable, bikeable, and business-friendly environment through streetscaping and cross-section changes; and 2. How to connect to regional bike trails that currently stop at either side of the downtown without a connection. Sam Schwartz has analyzed options for a trail connection that concluded that Hawley Street is the best route to make the connection. Ms. Meekins led the development of a range of alternatives for accommodating the bikeway along Hawley to demonstrate how the bikeway would come along with other uses of the street, including pedestrian through zones, café seating, and traffic needs such as Pace bus stops and turn lanes at intersections.

**Sam  
Schwartz**

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Transportation  
Consultants

**Stacey  
Meekins, AICP**  
Director of  
Transportation Planning

## Jane Chen, ASLA, PLA

SENIOR LANDSCAPE ARCHITECT

Ms. Jane Chen is highly experienced in the design and construction observation of public open space projects including streetscapes, plazas, educational facilities, parks and playgrounds. Jane has worked on multiple successful sustainable street design projects for CDOT'S Streetscape and Sustainable Design Program.

Jane has also been heavily involved in the development of concepts for signage and aesthetic improvements on the Elgin O'Hare Corridor project.

Jane's experience includes working on multiple projects in historic parks including Grant Park in Chicago and Mills Park, Scoville Park and Taylot Park in Oak Park.

Jane is also experienced in ADA transition plans and audits.



### EDUCATION

Master of Landscape Architecture,  
Iowa State University, 1998

Bachelor of Landscape Architecture  
Iowa State University, 1995

### YEARS EXPERIENCE

Years with Current Firm: 9 years

Years with in the Industry: 22 years

Professional Landscape Architect Illinois License #157001346

### RELEVANT PROJECTS

- **Master Plans, Park and Streetscape Improvement Projects Oak Park, IL**

Jane was part of the design team for the redesign of multiple streetscapes, parks, and public spaces. Working with staff and the community Jane helped developed plans for the redesign of 14 parks. These included historic Mills Park, Scoville Park and Taylor Park that are on the *National Register of Historic Places*. Jane also worked on the masterplan and redesign of Madison Street a major connector that runs through the Village. Jane also designed the seasonal planting rotations for all Village planters.

Ref: Jan Arnold, CPRP, Executive Director, Park District of Oak Park,  
Email: Jan.Arnold@pdop.org Tel: 708-725-202

- **Streetscapes, Community Identifiers & Bridges, CDOT**

Senior Landscape Architect for multiple projects including the redesign of streetscapes, plazas, landscapes, medians and parkways. Jane worked on the replacement precast concrete designs for NLSD Bridge over LaSalle Drive Extension. The bridge is listed as a contributing factor for the designation of the Lincoln Park on the *National Register of Historic Places*. Jane also worked on the master plan, design development and construction documents for the streetscape and new flex space at Historic Fulton Market.

Ref: Lubica Benak, Project Manager, Streetscape and Sustainable Design Program, CDOT, Email: Lubica.Benak@cityofchicago.org

- **DeKalb Public Library, DeKalb, IL**

Project manager for landscape design for the renovation and expansion of the historic Public Library. Altamanu working with the project Architect nagle hartray architecture designed an entry courtyard plaza. It provides a space for reading and reflection. Site furniture compliments the original and contemporary building facade. A newly transplanted 12" caliper Bur Oak is the prominent feature and focal point of the courtyard. It stands above a ground layer of native grasses and ornamental forbs. The landscape, in tandem with the architecture of the library addition, serves to complement the historic architecture and native landscape character of the region.

Ref: Don McKay, Principal, SHEEHAN NAGLE HARTRAY ARCHITECTS  
Email: dmckaysheehannaglehartray.com Tel: 312.633.2900

- **Master Plan, Street Redesign, Woonerf, and Gateway Designs City of Batavia, IL**

Landscape Architect for the redesign of three major downtown streets, Wilson, Houston and Historic River Street. The design of River Street included a shared street concept (an innovative Woonerf Design) that acts as a City street and also outdoor plaza and entertainment space for adjacent restaurants and community events. The main entryway to this highly successful project features a large gateway arch that has become an icon for the City.

Ref: Michael O'Brien, Alderman, City of Batavia.  
Email: MOBrien1924@comcast.net

**Dawn Edgell, P.E.***Geotechnical Lead*

17 Years' Experience

Joined GSG in October 2012

**Areas of Expertise:**

Geotechnical Engineering

Foundation Design

Retaining Wall Analysis

Construction Inspection &amp;

Material Testing

**Education:**

Bachelor of Science, Civil

Engineering, University of

Alberta, Edmonton, Canada

1997

Master of Engineering,

Geotechnical Engineering,

University of Alberta,

Edmonton, Canada 1998

**Training/Registrations:**

Licensed Professional Engineer–

Illinois, Wisconsin, Michigan,

Colorado

**Affiliations:**

National Society of Professional

Engineers – Past State

President for Illinois State

National Institute for

Certification of Engineering

Technologies – Chair of

National Board of Governors

**Qualifications Summary:**

Ms. Edgell specializes in providing geotechnical analysis and soils-related construction inspection services. Her experience includes the design and oversight of subsurface investigations and laboratory testing programs that include geotechnical sampling, rock coring, pavement cores, in situ testing (i.e., infiltration testing, slug testing) and installation of monitoring equipment (i.e., vibrating wire piezometers). She also prepares technical reports and design memoranda for geotechnical engineering projects that include shallow and deep foundation recommendations, slope stability analyses for retaining structures and excavations, pavement design and construction, and earthwork and construction recommendations.

In addition, Ms. Edgell has extensive experience as Project Engineer for construction materials testing projects, including reviewing project specifications and contractor submittals in over 10 states across the country.

**Representative Project Experience:****Randall Road and Stearns Road, Kane County, South Elgin, Illinois***Sr. Project Engineer*

Provided oversight and QA review of the geotechnical analysis and preparation of geotechnical report for design of roadway improvements, site preparation, grading, and construction for the widening and reconstruction of the existing roadways at the intersection of Stearns Road and Randall Road.

**Emerson Street, Ridge Avenue and Green Bay Road Intersection Improvement Project, City of Evanston, Evanston, Illinois***Sr. Project Engineer*

Provided oversight and QA review of the geotechnical analysis and preparation of geotechnical report for design of shallow foundations for light poles, retaining structures, roadway improvements, site preparation, grading, and construction for the proposed intersection improvement of Emerson Street, Ridge Avenue and Green Bay Road.

**Gary Avenue and Lies Road, DuPage County, Carol Stream, Illinois***Sr. Project Engineer*

Directed subsurface exploration program during preliminary design phase of roadway improvements including multiple noise walls and culverts along various sections of Gary Avenue between North Avenue and West Army Trail Road. Performed geotechnical analysis and prepared recommendations for design of shallow foundations, site preparation, grading, below-grade walls and excavations.

**US Route 6 and Parker Road, 2IM/IDOT, Will County, Illinois***Sr. Project Engineer*

Provided oversight of subsurface exploration program and laboratory analysis in accordance with IDOT requirements. Performed geotechnical analysis and



prepared recommendations for the widening and reconstruction of the intersection.

**Multi-Modal Transportation Center, Joliet, Illinois**

*Sr. Project Engineer*

As Project Engineer, directed subsurface exploration program and laboratory analysis for improvements to existing transportation facility including new platforms and tunnels. Performed geotechnical analysis of deep foundations (drilled piers and piles).

**Washington Street Phase I & Phase II, Lake County Division of Transportation, Grayslake, Illinois**

*Project Geotechnical Engineer*

Directed multiple subsurface exploration programs and laboratory analyses in accordance with IDOT requirements for Phase I and Phase II design. Performed geotechnical analysis and prepared recommendations for the construction of new road alignment, multiple retaining walls, rail bridge foundations and detention basin construction. Geotechnical analyses included deep foundation recommendations, global stability analysis of retaining structure, and analyses and recommendations for short and long term control of groundwater below grade construction.

**Route 25 Improvements, Kane County, Batavia, Illinois**

*Project Engineer*

Directed subsurface exploration program and laboratory analysis for reconstruction improvement project for Route 25 in accordance with IDOT requirements. Performed geotechnical analysis and prepared recommendations for the design and construction of road widening and intersection reconstruction.

**Illinois Route 53 Reconstruction, DuPage County Division of Transportation, Addison, Illinois**

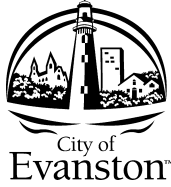
*Project Geotechnical Engineer*

Provided geotechnical recommendations for the construction of new culverts, embankments and road construction. Provided oversight for pavement cores and asbestos testing of Springbrook Road bridge deck.

**IL Route 83 and Archer Avenue, RME/IDOT, Will County, Illinois**

*Sr. Project Engineer*

Provided oversight of subsurface exploration program and laboratory analysis in accordance with IDOT requirements. Performed geotechnical analysis and prepared recommendations for the widening and reconstruction of the intersection.



# Memorandum

**To:** David Stoneback, Public Work Agency Director  
 Lara Biggs, Bureau Chief – Capital Planning / City Engineer  
 Sat Nagar P.E., Senior Project Manager

**From:** Tammi Nunez, Purchasing Manager

**Subject:** Engineering Services Agreement for the Howard Street Corridor Improvement Project Phase II, RFQ 16-75

**Date:** August 13, 2018

The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. In order to help ensure such growth, the City’s goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

With regard to the recommendation for the Engineering Services Agreement for the Howard Street Corridor Improvement Project Phase II, RFQ 16-75, Christopher B. Burke Engineering’s total base bid is \$600,000.00, and they will receive 15.1% credit for compliance towards the M/W/EBE goal.

Name of M/W/EBE	Scope of Work	Contract Amount	%	MBE	WBE	EBE
Altamanu Inc. 1700 Irving Park Road, # 202 Chicago, IL 60613	Landscape Design	\$79,499.58	13.2%		X	
GSG Consultants 855 W. Adams Street, #200 Chicago, IL 60607	Construction Management	\$11,500.00	1.9%	X		
<b>Total M/W/EBE</b>		<b>\$90,999.58</b>	<b>15.1%</b>			

CC: Hitesh Desai, Chief Financial Officer