



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 15, 2013

Ms. Eira L. Corral
Village Clerk
2121 West Lake Street
Hanover Park, Illinois 60133

Subject: Village: Hanover Park
Section: 10-00059-00-BR
Project: BRM-9003(725)
Job: C-91-134-11
Joint Agreement

Dear Ms. Corral:

The department executed the subject agreement on February 11, 2013.
A copy is enclosed.

Sincerely,

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in cursive script that reads "Gregory S. Lupton".

By: Gregory S. Lupton, P.E.
Acting Local Project Implementation Engineer

Enclosure

cc: Howard Killian, Village Engineer
John Fortmann (Acting), Attn: Christopher Holt - District 1
Jeff South
Joanne Woodworth, Attn: Project Control
Mike Renner (Acting), Attn: Mike Brachear

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Hanover Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 10-00059-00-BR	Fund Type HBP	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-134-11	BRM-9003(725)				

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

Location

Local Name Longmeadow Lane Route Off-System Length 0.05 mile

Termini At West Branch DuPage River

Current Jurisdiction LA Existing Structure No 016-6091

Project Description

Remove existing single span, precast concrete plank decked bridge (SN 016-6091) and replace with double barrel box culvert (SN 016-6046).

Division of Cost

Type of Work	HBP	%	STATE	%	LA	%	Total
Participating Construction	330,640	(*)		()	82,660	(BAL)	413,300
Non-Participating Construction		()		()	82,690	(100)	82,690
Preliminary Engineering		()		()		()	
Construction Engineering	59,448	(*)		()	14,862	(BAL)	74,310
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 390,088		\$		\$ 180,212		\$ 570,300

*Maximum FHWA (HBP) participation 80% not to exceed \$390,088.

Non-Participating Construction includes, but is not limited to, sanitary sewer and watermain

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

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

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____

METHOD B--- _____ Monthly Payments of _____

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

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

Agreement Provisions

THE LA AGREES:

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

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- 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 this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - The LA shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

APPROVED

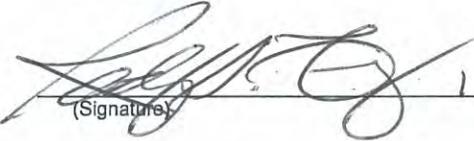
Local Agency

Rodney S. Craig

Name of Official (Print or Type Name)

Village President

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

 11/15/12
(Signature) Date

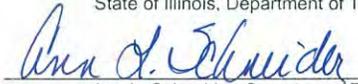
The above signature certifies the agency's TIN number is 36-2481437 conducting business as a Governmental Entity.

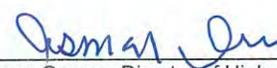
DUNS Number 085868057

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

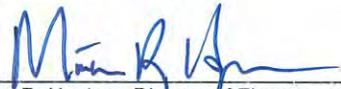
APPROVED

State of Illinois, Department of Transportation

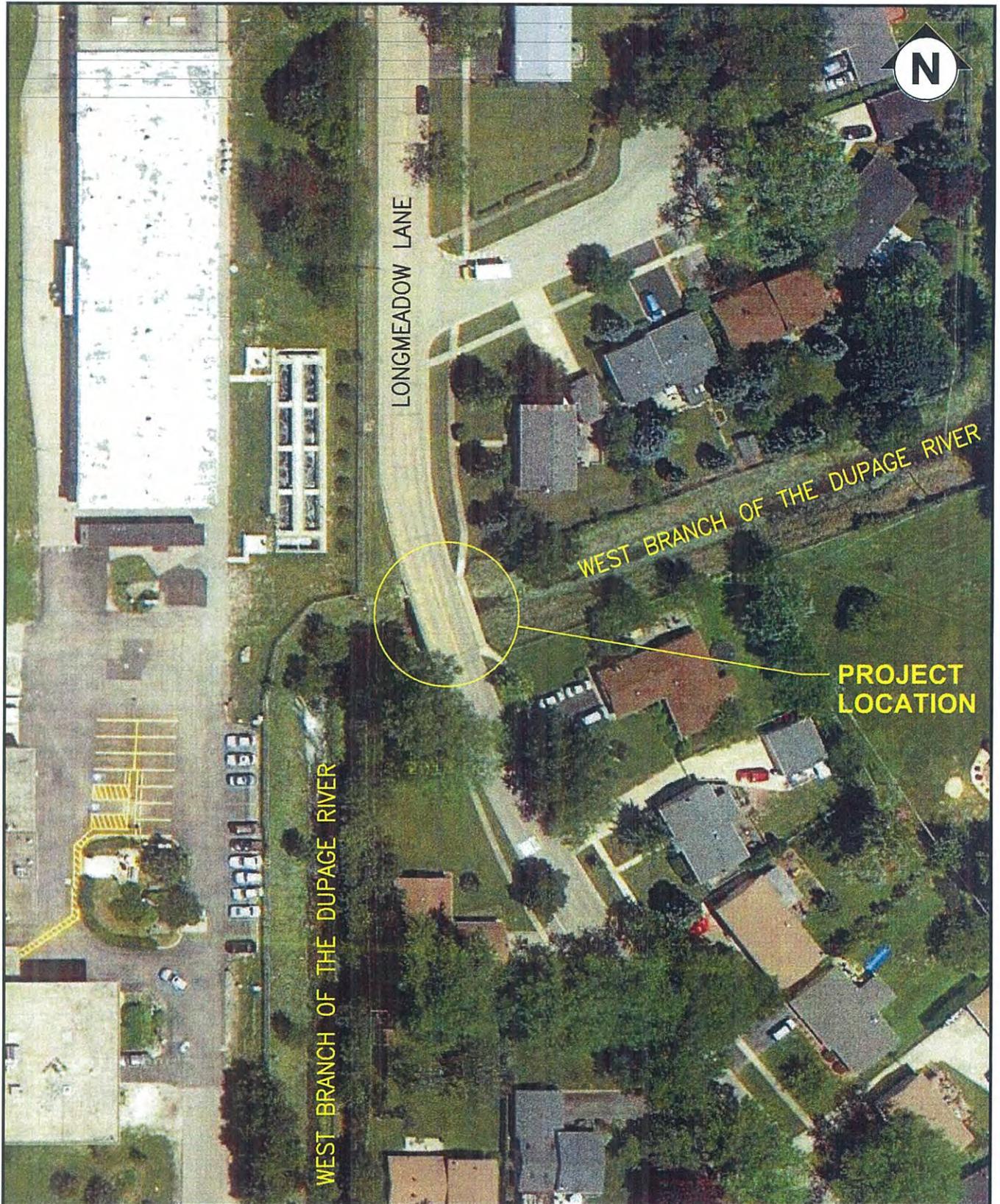
 2/11/13
Ann L. Schneider, Secretary of Transportation

 2/11/13
Omer Osman, Director of Highways/Chief Engineer Date

 1/31/13
Michael A. Forti, Chief Counsel Date

 2/7/13
Mathew R. Hughes, Director of Finance and Administration Date

ATTACHMENT 1A - LOCATION MAP



**LONGMEADOW LANE BOX
CULVERT REPLACEMENT PROJECT
HANOVER PARK, IL**



Pavia-Marting & Co.
910 W. Lake St.
Roselle, IL 60172
630-529-8000 fax: 630-894-4910
Design Firm Professional Registration #184002376



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

February 15, 2013

Ms. Eira L. Corral
Village Clerk
2121 West Lake Street
Hanover Park, Illinois 60133

Subject: Village: Hanover Park
Section: 10-00059-00-BR
Project: BRM-9003(725)
Job: C-91-134-11
Construction Engineering Agreement
Consultant: Pavia-Marting & Co.
\$74,306.21

Dear Ms. Corral:

The department approved the subject agreement on February 11, 2013. A copy is enclosed. The village may proceed with the engineering work.

Please contact Alice Coulter (Alice.Coulter@illinois.gov) if you have any questions.

Sincerely,

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in cursive script that reads "Gregory S. Lupton".

By: Gregory S. Lupton, P.E.
Acting Local Project Implementation Engineer

Enclosure

cc: Howard Killian, Village Engineer
John Fortmann (Acting) Attn: Christopher Holt - District 1
Joanne Woodworth (Attn: Project Control)
Pavia-Marting & Co.

Local Agency	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant Pavia-Marting & Co.
Village of Hanover Park			Address 910 W. Lake St., Suite 116
County Cook			City Roselle.
Section 10-00059-00-BR			State IL
Project No. BRM-9003(725)			Zip Code 60172
Job No. C-91-134-11			Contact Name/Phone/E-mail Address Dale V. Marting, Jr., 630/529-8000 x 106 Dalemarting.jr@pavia-marting.com
Contact Name/Phone/E-mail Address Ingrid H. Oberle 630/823-5650 ioberle@hpil.org			

THIS AGREEMENT is made and entered into this 15th day of November, 2012 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor In Responsible Charge	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Longmeadow Lane Route Off-System Length 0.05 Mi. Structure No. 016-6091

Termini At West Branch of DuPage River

Description: Remove existing single span precast concrete plank decked bridge (016-6091) & replace with a double box culvert (016-6046)

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
 - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
 - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
 - h. Geometric control including all construction staking and construction layouts.
 - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
 - j. Measurement and computation of pay items.
 - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
 - m. Revision of contract drawings to reflect as built conditions.
 - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
 10. The undersigned certifies neither the ENGINEER nor I have:
 - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

- 1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. 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 Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = $DL + IHDC + OH + FF + SBO$

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

6. The recipient shall not discriminate on the basis 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.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that 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 this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. 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 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, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
 - (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.
9. 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 this AGREEMENT or such other remedy as the LA deems appropriate.

Exhibit A - Construction Engineering

Route: Longmeadow lane
 Local Village of Hanover Park
 (Municipality/Township/County)
 Section: 10-00059-00-BR
 Project: BRM-9003(725)
 Job No.: C-91-134-11

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

Overhead Rate (OH) 208.61 %
 Complexity Factor (R) 0.00
 Calendar Days 35

Cost Plus Fixed Fee Methods of Compensation:

- Fixed Fee 1 14.5%[(DL + R(DL) + OH(DL) + IHDC)]
 Fixed Fee 2 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 (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
Meetings	Prof. Proj. Mgr	8.00	\$46.82	\$374.56	\$781.36	\$0.00	\$25.00	\$171.23	\$1,352.15
	Prof. Res. Eng.	8.00	\$46.82	\$374.56	\$781.36	\$0.00	\$0.00	\$167.60	\$1,323.52
X-sec for Quan & Fld Layout	Field Party Chief	8.00	\$46.82	\$374.56	\$781.36	\$0.00	\$23.50	\$171.01	\$1,350.43
Shop Dwg/Cat.	Fieldman 1	8.00	\$24.50	\$196.00	\$408.87	\$0.00	\$0.00	\$87.70	\$ 692.57
rev/approvals	Prof. Proj. Mgr.	1.00	\$46.82	\$46.82	\$97.67	\$2,450.00	\$5.00	\$21.67	\$2,621.16
Matl. Doc. & ICORES	Prof. Proj. Eng.	5.00	\$42.17	\$210.85	\$439.85	\$0.00	\$0.00	\$94.35	\$ 745.05
Fld Observ.	Prof. Proj. Mgr.	10.00	\$46.82	\$468.20	\$976.71	\$0.00	\$15.00	\$211.68	\$1,671.59
	Prof. Res. Eng.	12.00	\$46.82	\$561.84	\$1,172.05	\$0.00	\$0.00	\$251.41	\$1,985.30
Proj Adm Coord.	Design Eng II	20.00	\$24.50	\$490.00	\$1,022.18	\$0.00	\$0.00	\$219.26	\$1,731.44
	Prof. Proj. Mgr.	20.00	\$46.82	\$936.40	\$1,953.42	\$0.00	\$0.00	\$419.02	\$3,308.84
	Prof. Res. Eng.	280.00	\$46.82	\$13,109.60	\$27,347.93	\$7,050.00	\$165.00	\$5,890.26	\$53,562.79
Totals	Prof. Proj. Eng.	10.00	\$42.17	\$421.70	\$879.70	\$0.00	\$0.00	\$188.70	\$1,490.10
	Resident Eng II	4.00	\$24.50	\$98.00	\$204.43	\$0.00	\$0.00	\$43.85	\$ 346.28
	Prof. Proj. Mgr.	5.00	\$46.82	\$234.10	\$488.35	\$0.00	\$0.00	\$104.75	\$ 827.20
Totals	Prof. Res. Eng.	4.00	\$46.82	\$187.28	\$390.68	\$0.00	\$0.00	\$83.80	\$ 661.76
	Principal Eng.	3.00	\$60.00	\$180.00	\$375.49	\$0.00	\$0.00	\$80.54	\$ 636.03
Totals		406.00		\$18,264.47	\$38,101.41	\$9,500.00	\$ 233.50	\$8,206.83	\$74,306.21

PHASE 3
AGREEMENT FOR SUBCONSULTANT SERVICES
Longmeadow Lane Box Culvert

Route Longmeadow Lane
Section 10-00051-00-BR
County Cook

Project BRM-9003(725)
Job No. D-91-134-11
PTB # N/A

This is an AGREEMENT between Pavia-Marting & Co, 910 West Lake Street, Roselle, IL 60172, hereinafter referred to as the **CONSULTANT**, and Midland Standard Engineering & Testing, Inc., 558 Plate Drive, Unit 6, East Dundee, IL 60118, hereinafter referred to as the **SUBCONSULTANT**.

The CONSULTANT proposes to engage the SUBCONSULTANT to attend the pre-construction meeting and conduct Quality Assurance (QA) inspection and testing services for the Longmeadow Lane Box Culvert replacement project, (*hereafter referred to as the PROJECT*). The professional services will consist of providing the necessary inspections and testing using experienced, certified personnel and recognized testing procedures developed by IDOT, ASTM, AASHTO ACI, etc. The designated services will be provided at the request of the CONSULTANT in accordance with the Schedule of Services and Fees attached hereto. The fee for such services will not exceed \$7,050.00.

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

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

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

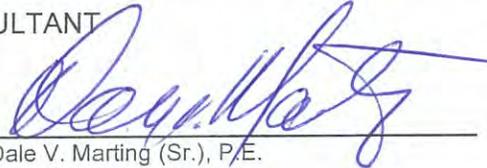
Payment to the SUBCONSULTANT will be made by the CONSULTANT within thirty day after receipt of payment from the client.

This AGREEMENT executed this 20th day of Nov, 2012.

This AGREEMENT becomes null if the agreement between the CONSULTANT and the DEPARTMENT is not authorized.

CONSULTANT

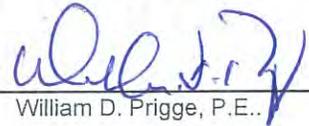
By:


Dale V. Marting (Sr.), P.E.

Title President

SUBCONSULTANT

By:


William D. Prigge, P.E.

Title President

Midland Standard Engineering & Testing, Inc.
558 Plate Drive Unit 6
East Dundee, Illinois 60118
(847) 844-1895 f (847) 844-3875

October 3, 2012

Mr. Dale V. Marting, Sr., P.E.
Pavia-Marting & Company
910 Lake Street
Roselle, Illinois 60172

Re: **Quality Assurance** Inspection and Testing Services
Longmeadow Lane Box Culvert Replacement
Hanover Park, Illinois

Dear Mr. Marting:

We have prepared this unit rate and cost estimate proposal to provide Quality Assurance services for your project in Hanover Park, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for structure bearing capacity, cast in place concrete structures, backfill, HMA pavements, laboratory testing and documentation required.

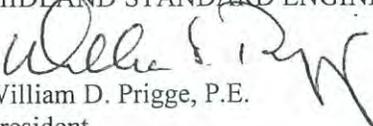
We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Based on the project information submitted we have prepared cost estimates for the anticipated work. The estimate submitted assumes PREVAILING WAGE work. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience.

Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.


William D. Prigge, P.E.

President
WDP/mj

Attachment 1: Schedule of Services and Fees
Attachment 1.1: Cost Estimate

ATTACHMENT 1
SCHEDULE OF SERVICES AND FEES

CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Engineering Technicians

Engineering Technicians will be assigned to the project on the basis of complexity and/or specific experience requirements:

Technician, per hour*	\$ 90.00
Technician (PCC Level 1), per hour*	\$ 93.00
Technician (BIT Level 1), per hour*	\$ 93.00
Technician (Level 2), per hour*	\$ 98.00

Technicians will be assigned on typical mass earthwork assignments to monitor density, approve subgrade, obtain pavement cores, etc.

Level 1 PCC Technicians will conduct field testing of concrete including slump, air content, temperature and casting strength specimens.

Level 1 BIT Technicians will conduct field testing of bituminous concrete placement including monitoring lift thickness, temperature, conduct growth curves (rolling pattern) and measure density with nuclear gauge.

Level 2 Technicians will conduct inspections and testing at the production plants (asphalt and concrete), conduct proof roll inspections and provide problem solving consultation.

*A four (4) hour minimum day is applicable to Technician and Technician (Level 1 and 2) assignments.

B. Engineering Technicians –Prevailing Wage

Engineering Technicians will be assigned to the project on the basis of complexity and/or specific experience requirements:

Material Tester 1, per hour*	\$ 94.00
Material Tester 2 per hour	\$ 98.00

Material Tester 1 will be assigned on field inspection or concrete or bituminous concrete projects, where prevailing wage rates apply.

Material Tester 2 will conduct inspections and testing at the production plants (asphalt and concrete), conduct steel inspection, proof roll inspections and soil inspection on prevailing wage projects.

*A four (4) hour minimum day is applicable to Technician (Level 1 and Level 2) assignments.

ATTACHMENT A - CONTINUED

C. Engineering Services

Engineering Services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of hourly rates:

Field Engineer	\$ 90.00
Staff (Graduate) Engineer	\$ 90.00
Project Engineer or Materials Consultant, P.E.	\$ 110.00
Project Manager/Senior Materials Engineer	\$ 125.00
Principal Engineer	\$ 145.00

D. Laboratory Services

Our fully equipped laboratory can provide a full range of tests, rates for tests not specifically quoted available on request.

1. Compressive Strength tests of concrete cylinders, including expendable supplies (molds), curing (Pick-up additional)	\$ 17.00 ea.
2. Compressive Strength tests of concrete cylinders, including, curing and disposal, made by others, (Pick-up additional)	\$ 20.00 ea.
3. Compressive Strength tests of mortar/grout cylinders, or 2" cubes including expendable supplies (molds) curing (Pick-up additional)	\$ 20.00 ea.
4. Aggregate Gradation	
Washed Sieve Analysis	\$ 70.00 ea.
Mechanical Analysis	\$ 60.00 ea.
5. Soils Gradation, Combined Sieve & Hydrometer	\$ 90.00 ea.
6. Moisture-Density Relationship ASTM D 698 (Standard Proctor Test)	\$ 155.00 ea.
7. Moisture-Density Relationship ASTM D 1557 (Modified Proctor Test)	\$ 175.00 ea.
8. Atterberg Limits	\$ 80.00 ea.
9. Theoretical Maximum Density ASTM D 2041	\$ 155.00 ea.
10. Asphalt Content by Reflux Extraction with Gradation	\$ 155.00 ea.

ATTACHMENT A - CONTINUED

11. Asphalt Content by Ignition Oven with Gradation	\$ 155.00 ea.
13. Bulk Specific Gravity of Gyratory Specimen	
a. (set of two) and air voids	\$ 315.00 ea.
14. Core Density and Thickness, lab test	\$ 40.00 ea.

D. Miscellaneous Services

Concrete cylinder pick-up trips will be invoiced when cylinders are picked up as a special trip and not returned to laboratory by MSET personnel commuting to jobsite\$ 75.00/each
(Overtime rates applicable for Sat., Sun., Holidays)

NOTES TO FEE SCHEDULE

1. Technician services for personnel assigned to the project will be for time on the job for full time (40 hour/week) assignments. Portal to portal charges will apply to part time or intermittent assignments.
2. Personnel rates quoted are based on an 8 hour work day, Monday through Friday, services performed over 8 hours per day and on Saturdays, Sundays and Holidays will be subject to overtime rates of 1.40 times the applicable hourly rate. Second shift rates are an additional
3. Invoices will be submitted once a month for services rendered during the prior month.
4. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly an obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
5. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions. Additional copies will be billed at a rate of \$0.25 per sheet.
6. Services and fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until December 31, 2012 and are based on our staffing conditions, current as of the date of this proposal. Prevailing wage rates quoted are applicable to the current rates, as of the date of this proposal.

Longmeadow Lane Box Culvert Replacement
 Section #10-00059-00-BR
 Hanover Park, Illinois

10/10/12

Estimate of Testing & Inspection Costs				ATTACHMENT 1.1										
WORK DESCRIPTION		INSPECTION PERSONNEL REQUIREMENTS			LABORATORY TESTING								LAB COST EXTENSION	WORK ITEM TOTAL
		TECH 1 (mandays)	TECH 2 (mandays)	COST EXTENSION	Cylinders	Washed Sieve	Extraction & Gradation	Max Theo. Density	Gyratory Voids	Standard Proctor	Density Cores	Cylinder Pickup		
SUBGRADE														
Embankment	652 cu yd		1.0	\$784.00						1			\$155.00	\$939.00
Structure Excavation	216 cu yd		0.5	\$392.00										\$392.00
Trench Backfill	70 cu yd		2.0	\$1,568.00		1				1			\$225.00	\$1,793.00
CONCRETE														
Concrete Box Culvert	238 cu yd	1.5		\$1,128.00	12							2	\$354.00	\$1,482.00
12 PCC Sidewalk (5")	758 sq ft	0.5		\$376.00	4							1	\$143.00	\$519.00
15 Curb and Gutter, B6,12	425 lf	0.5		\$376.00	4							1	\$143.00	\$519.00
HMA PAVEMENT														
Aggregate Base, Ty A 12"	570 sq yd									1			\$155.00	\$155.00
12 Driveway	36 sq yd													
N50 Binder, 2-1/4"	73 tons	0.5		\$376.00										\$376.00
N50 Surface, 1-1/2"	78 tons	0.5		\$376.00							3		\$114.00	\$490.00
TOTAL		3.5	3.5	\$5,376.00	20.0	1.0	0.0	0.0	0.0	3.0	3.0	4.0	\$1,289.00	\$6,665.00
		\$752.00 /dy	\$784.00 /dy	\$5,376.00	\$17.00 /ea	\$70.00 /ea	\$155.00 /ea	\$160.00 /ea	\$315.00 /ea	\$155.00 /ea	\$38.00 /ea	\$75.00 /ea	\$1,289.00	\$6,665.00
		\$2,632.00	\$2,744.00	\$5,376.00	\$340.00	\$70.00	\$0.00	\$0.00	\$0.00	\$465.00	\$114.00	\$300.00	\$1,289.00	\$6,665.00
ALLOWANCE FOR ADDITIONAL ITEMS														
TECH 1 Overtime	0 hr.			\$0.00										
TECH 2 Overtime	0 hr.			\$0.00										
Project Engineer	4 hr.			\$385.00										
													subtotal of additional allowances=	\$385.00
													GRAND TOTAL w/additional allowance=	\$7,050.00

PHASE 3
AGREEMENT FOR SUBCONSULTANT SERVICES
Longmeadow Lane Box Culvert

Route Longmeadow Lane
Section 10-00051-00-BR
County Cook

Project BRM-9003(725)
Job No. D-91-134-11
PTB # N/A

This is an AGREEMENT between Pavia-Marting & Co, 910 West Lake Street, Roselle, IL 60172, hereinafter referred to as the **CONSULTANT**, and Stuart K. Jacobson & Associates, Ltd., 400 Skokie Blvd., Suite 200, Northbrook, IL 90062-7902, hereinafter referred to as the **SUBCONSULTANT**.

The CONSULTANT proposes to engage the SUBCONSULTANT to attend the pre-construction meeting, conduct in-office meetings, process e-mails, transmittals, letters etc., and to furnish professional shop drawing review/approval services for the Longmeadow Lane Box Culvert reinforcing steel. The professional services will consist of reviewing the shop drawings prepared by the supplier of the reinforcing steel and correcting such shop drawings as may be deemed necessary. It is estimated that these services will require approximately **12.5 hours** of the sub-consultant's time, which work is hereinafter referred to as the PROJECT. The fee for such services will not exceed \$2,450.00. (See attached fee estimate)

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

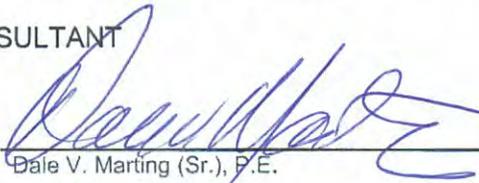
The SUBCONSULTANT, in signing this AGREEMENT, certifies that they have no financial or other interests in the outcome of this PROJECT.

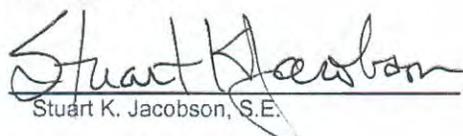
The CONSULTANT and the SUBCONSULTANT hereby certify that there was compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the services covered by this AGREEMENT.

Payment to the SUBCONSULTANT will be made by the CONSULTANT within thirty day after receipt of payment from the client.

This AGREEMENT executed this 20th day of November, 2012.

This AGREEMENT becomes null if the agreement between the CONSULTANT and the DEPARTMENT is not authorized.

CONSULTANT
By: 
Dale V. Marting (Sr.), P.E.
Title President

SUBCONSULTANT
By: 
Stuart K. Jacobson, S.E.
Title President

Fee Estimate

Stuart K. Jacobson & Associates, Ltd.
 400 Skokie Blvd., Suite 290
 Northbrook, Illinois 60062-7902
 Tel.(847)480-8899 Fax. (847)480-8872

Date: October 8, 2012
 Job No: 10189
 Client: Pavia-Marting & Co.
 Project: Longmeadow Ln Box Culvert
 Prepared By: MFD
 Reviewed By: SKJ

SKJ	D/E	S/E	TECH		DESCRIPTION
CONSTRUCTION PHASE					
		2.00			Telephone Consultation During Construction
0.50		0.50			In-Office Meetings
					Shop Drawing Review
		6.00			Reinforcing Bars
					Concrete Mix Design (By Pavia-Marting_
					Quality Control Test Reports (By Pavia-Marting)
		5.00			Pre-Construction Meeting
		1.00			E-mails, Transmittals, Letters, etc.
0.50		14.50			SUBTOTAL
SUMMARY					
Bidding & Construction Phases					
0.50		14.50			Construction Phase
0.50		14.50			SUBTOTAL Post Construction Documents
TOTAL BASIC SERVICES FOR PROJECT					
FEE CALCULATION					
\$260	\$210	\$160	\$120		Hourly Rate
					SUBTOTAL FEE THROUGH CONST. DOCUMENTS
\$130		\$2,320			Fee For Bidding & Construction Phases (Hours X Rate)
					\$2,450.00 SUBTOTAL FEE POST CONST. DOCUMENTS
					\$2,450.00 TOTAL FEE FOR BASIC SERVICES

NOTES & QUALIFICATIONS:

HOURLY AND DIRECT COST RATES FOR SUB-CONSULTANT

STUART K. JACOBSON & ASSOCIATES, LTD.

400 SKOKIE BLVD., SUITE 290

NORTHBROOK, IL 60062

(847) 480-8899

as of

September 1, 2012

MFT Sec 10-00059-00-BR
Job No. C-91-134-11
Project No. BRM-9003(725)

<u>Employee Classification</u>	<u>Name</u>	<u>Hourly Rate</u>	<u>Overhead</u>	<u>Total Rate</u>	<u>Weighted Average</u>
Architectural Engineer	Mark Danielak	\$160.00	N/A	\$160.00	\$160.00
Structural Engineer	Felix Condurat	\$160.00	N/A	\$160.00	\$160.00
Technician	James Freely	\$120.00	N/A	\$120.00	\$120.00
Director of Engineering	Harry Allen	\$210.00	N/A	\$210.00	\$210.00
Principal Engineer	Stuart Jacobson	\$260.00	N/A	\$260.00	\$260.00
Clerical	N/A	\$0.00	N/A	\$0.00	\$0.00

Definition of Employee Classifications:

Architectural Engineer	Provides Architectural and Structural Engineering design calculations and prepares sketches to be drawn using CAD by the Technician or prepares drawings when necessary.
Structural Engineer	Provides Structural Engineering design calculations and prepares sketches to be drawn using CAD by the Technician or prepares drawings when necessary.
Technician	Prepares drawings from sketches provided by the Architectural & Structural Engineers using CAD.
Director of Engineering	Assigns and oversees the work of the technical staff and checks drawings and calculations prepared by others. Provides administrative work when the Principal Engineer is not able to do so.
Principal Engineer	Has overall responsibility for all work produced by the technical staff, performs all administrative duties, including preparation of contracts, billing, insurance negotiations, etc.

Note: Hourly rates are normally adjusted on January 1 of each year; however, the hourly rates have remained constant for the past 3 years.