



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type: Number:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Vernon Hills	Lake	98-00026-02-WR	C-91-200-10
Project Number	Contact Name	Phone Number	Email
Z441(899)	David Brown, P.E.	(847) 918-3544	daveb@vhills.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
(RTE 0069) Lakeview Pkwy Widen & Resurf	RTE 0069 & 2419	1.02 mi	N / A
Location Termini			Add Location
Fairway Drive to (FAU RTE 0335) IL ROUTE 60			Remove Location

Project Description
 The work consists of pavement and utility removals, resurfacing roadways, intersection widening, 6 foot and 8 foot wide PCC path, ADA sidewalk ramps, 8 foot wide HMA path, earth excavation, erosion control, storm sewers, traffic signal and lighting modifications, mobilization, and traffic control and protection, as well as all incidental and collateral work necessary to complete the project as shown in the plans.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	James Ewers, P.E.	(630) 735-3383	jewers@civiltechinc.com
Address	City	State	Zip Code
Two Pierce Place, Suite 1400	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

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

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- Sub-consultant's Cost Estimate of Consultant Services
- BC-775
- BC-776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 US Department of Transportation (US DOT) assisted contract. 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.
9. 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 be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (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 LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. 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 DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. 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 incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has 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 indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 statue conviction for a violation occurring in the workplace no later than (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 to maintain 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.
 - (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA 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.
 - (c) That any difference between the ENGINEER and the LPA 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$572,529.00

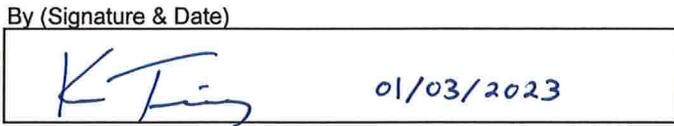
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	\$47,000.00
Subconsultant Total		\$47,000.00
Prime Consultant Total		\$572,529.00
Total for all work		\$619,529.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)
 01/03/2023

Local Public Agency Local Public Agency Type Clerk

By (Signature & Date)
 01/03/2023

Title

(SEAL)

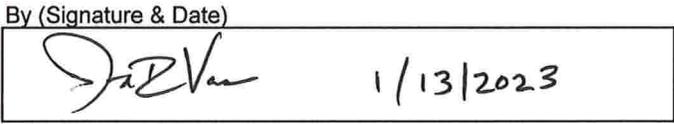


Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
 1-13-2023

Title

By (Signature & Date)
 1/13/2023

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Vernon Hills	Civiltech Engineering, Inc.	Lake	98-00026-02-WR

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A

Exhibit A

Lakeview Parkway Widening and Resurfacing Project

Village of Vernon Hills

Route: RTE No. 0069 - Lakeview Parkway
Local Agency: Village of Vernon Hills
Section No.: 98-00026-02-WR
Proj. No.: M-9003 (535)
Job No.: C-91-200-10
County: Lake
Contract No.:

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Vernon Hills, Lake County, and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
 - Concrete
 - Hot-Mix Asphalt
 - Soils
 - Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Vernon Hills	Civiltech Engineering, Inc.	Lake	98-00026-02-WR

**EXHIBIT B
PROJECT SCHEDULE**

See attached Exhibit B

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number

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

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	25%
Specialized Expertise	15%
Work Load Capacity	10%
Firm Experience	15%
Staff Capabilities (Prime/Sub)	25%
Past Performance on Similar Projects	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	Civiltech Engineering, Inc.
2	
3	*Less than 3 responses received - IDOT's approval date: 09/28/2018

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	
15	Existing relationship used in lieu of QBS process?		<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).		<input type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Village of Vernon Hills	County Lake	Section Number 98-0002-02-WR
Prime Consultant (Firm) Name Civiltech Engineering, Inc.	Prepared By James D. Ewers, P.E.	Date 8/18/2022
Consultant / Subconsultant Name Civiltech Engineering, Inc.	Job Number C-91-200-10	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM 17 MONTHS	OVERHEAD RATE 121.07%
START DATE 1/1/2023	COMPLEXITY FACTOR 0
RAISE DATE 4/1/2024	% OF RAISE 2.00%
END DATE 5/31/2024	

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2023	4/1/2024	15	88.24%
1	4/2/2024	6/1/2024	2	12.00%

Local Public Agency
 Village of Vernon Hills
Consultant / Subconsultant Name
 Civiltech Engineering, Inc.

County
 Lake

Section Number
 98-0002-02-WR
Job Number
 C-91-200-10

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	385	\$55.00	\$21,175.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	567	\$0.86	\$485.01
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost	15	\$10.00	\$150.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$21,810.01

Local Public Agency

Village of Vernon Hills

County

Lake

Section Number

98-0002-02-WR

Consultant / Subconsultant Name

Civiltech Engineering, Inc.

Job Number

C-91-200-10

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Construction Documentation												
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	
Res. Engr. V	58.32	2,130.0	49.36%	28.79	1488	46.17%	26.92	642	58.79%	34.29										
Res. Engr. III	43.23	1,403.0	32.51%	14.06	1122	34.81%	15.05	281	25.73%	11.12										
Field Technician I	38.22	620.0	14.37%	5.49	496	15.39%	5.88	124	11.36%	4.34										
Chief Layout Specialist	39.84	120.0	2.78%	1.11	96	2.98%	1.19	24	2.20%	0.88										
Structural Engr. III	40.34	0.0																		
Senior Proj Mngr (QA Rep)	78.00	42.0	0.97%	0.76	21	0.65%	0.51	21	1.92%	1.50										
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TOTALS		4315.0	100%	\$50.20	3223.0	100.00%	\$49.55	1092.0	100%	\$52.13	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	

MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive
South Elgin, Illinois 60177
(847) 844-1895 f (847) 844-3875

January 5, 2023

Mr. James D. Ewers, P.E.
Civiltech Engineering, inc.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services
Lakview Parkway – Fairway to Il Route 60
Vernon Hills, Illinois

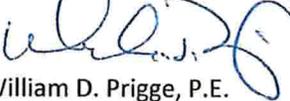
Dear Mr. Ewers:

We have prepared this unit rate proposal to provide Quality Assurance services for your projects in Vernon Hills, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for earthwork, field inspection of subgrade soils and backfill, portland cement concrete and hot mix asphalt, laboratory testing and documentation required. **Scope of QA services in accordance with Illinois Department of Transportation Special Provision for Local Quality Assurance/Quality Management QC/QA.**

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. The final cost of these services will be based upon the total amount of work performed.

Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.


William D. Prigge, P.E.
President
WDP/mlj

Attachment 1: BLR 05514
Attachment 1.1: Direct Cost Details

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1
QUALITY ASSURANCE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
FOR

Lakeview Parkway – Fairway to IL Route 60
#98-00026-02-WR
C-91-200-10
Lake County
Vernon Hills, IL

PREPARED BY
MIDLAND STANDARD ENGINEERING & TESTING, INC.
SOUTH ELGIN, ILLINOIS



Local Public Agency Village of Vernon Hills	County Lake	Section Number 98-00026-02-WR
Prime Consultant (Firm) Name Civiltech Engineering, Inc.	Prepared By James Ewers	Date 1/5/23
Consultant / Subconsultant Name Midland Standard Engineering & Testing, Inc.	Job Number C-91-200-10	

Note: This is name of the consultant the CECS is being completed for.
 This name appears at the top of each tab.

Remarks

Prepared by William Prigge for subconsultant Midland Standard Engineering & Testing, Inc.

PAYROLL ESCALATION TABLE

CONTRACT TERM 8 MONTHS START DATE 5/1/23 RAISE DATE 3/1/24 END DATE 12/31/23	OVERHEAD RATE 135.00% COMPLEXITY FACTOR % OF RAISE 2.00%
---	--

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/23	12/31/23	8	100.00%

The total escalation = 0.00%

Midland Standard Engineering Testing, Inc.
410 Nolen Drive South Elgin, Illinois 60177
(847) 844-1895 office@msetinc.com

DIRECT COST - CONSTRUCTION MATERIAL LABORATORY

Laboratory Services

Our fully equipped laboratory can provide a full range of tests. Rates for tests not specifically quoted are available on request:

	Unit Cost
Compressive Strength of concrete cylinders, including expendable supplies (molds) curing (pick up additional), each	
6"x12" cylinder	\$ 18.00
4"x 8" cylinder	\$ 16.00
3"x 6" cylinder	\$ 14.00
Compressive Strength of concrete cylinders, including expendable supplies (molds) curing, made by others (pick up additional), each	\$ 20.00
Compressive Strength of mortar/grout cylinders or 2" cubes, including expendable supplies (molds) curing (pick up additional), each	\$ 25.00
Aggregate Gradation	
Mechanical Analysis, each	\$ 65.00
Washed Sieve Analysis, each	\$ 75.00
Soils Gradation, Combined Sieve & Hydrometer, each	\$ 95.00
Atterberg Limits, each	\$ 85.00
Laboratory Compaction Characteristics Using Standard Effort (ASTM D 698), each	\$ 175.00
Laboratory Compaction Characteristics Using Modified Effort (ASTM D 1557), each	\$ 195.00
Bituminous Concrete	
Theoretical Maximum Density, Gmm, each	\$ 165.00
Asphalt Content by Reflux Extraction w/Gradation, each	\$ 165.00
Asphalt Content by Ignition Oven w/Gradation, each	\$ 165.00
Bulk Specific Gravity of Gyratory Specimen, (set of 2), ea.	\$ 330.00
Thickness and Density of Pavement Cores, (lab test), each	\$ 40.00

GEOTECHNICAL TESTING LABORATORY

(847) 844-1895 f(847) 844-3875 office@msetinc.com

SCHEDULE OF SERVICES & FEES

LABORATORY SERVICES

Classification of Soils for Engineering Purposes (ASTM D 2487) (Requires Grain Size Analysis and Atterberg Determination)	\$ 10.00/test
Moisture Content Test (ASTM D 2216) (Above test charged when not part of other test method)	\$ 6.00/test
Unconfined Compressive Strength (RIMAC)	\$ 15.00/test
Unconfined Compressive Strength (ASTM D 2166), with curve	\$ 45.00/test
Particle Size Analysis of Fine & Coarse Aggs (ASTM C 136)	\$ 65.00/test
Particle Size Analysis of Sieve and Wash Method (ASTM C 136 & D 1140)	\$ 75.00/test
Particle Size Analysis of Soils by Combined Analysis (ASTM D 422)	\$ 95.00/test
Particle Size Analysis of Large Aggregate, PGE, Rip Rap, etc.	\$ 150.00/test
Atterberg Limits Determination (ASTM D 4318)	\$ 85.00/test
Shelby Tube, 3inch diameter	\$ 65.00/each
Shelby Tube Handling, Extruding, Visual Classification & Preparation	\$ 30.00/tube
Density Determination on Shelby Tube or Split Spoon Specimen Includes Moisture Content (ASTM D 2937)	\$ 15.00/test
Specific Gravity Test, Fine Grained Sample (ASTM D 854)	\$ 75.00/test
Organic Content, by Wet Combustion Method (AASHTO T 194)	\$ 90.00/test
Organic Content, by Loss on Ignition Method (D 2974)	\$ 80.00/test
Soil pH (ASTM D 4972)	\$ 30.00/test
Soil Resistivity - soil box (ASTM G 187)	\$ 250.00/test
Topsoil Qualification Testing (IDOT, ISTHA) Grain size, atterberg, Total Organic Matter, pH	\$ 250.00/sample
Topsoil Qualification w/ Fertilizer Recommendations	\$ 315.00/sample
Resistance to Degradation by Abrasion and Impact in L.A Abrasion (C 131)	\$ 325.00/test
Aggregate Soundness, (5 cycle Sodium Sulfate) (ASTM C 88, AASHTO T 104)	\$ 385.00/test
Lightweight & Deleterious Particles in Aggregate (AASHTO T 113, ITP 103)	\$ 250.00/test
Index Properties of Soils (Requires Combined Analysis) Effective Grain Size Uniformity Coefficient Coefficient of Curvature	\$ 20.00/sample
Weight-Volume Relationships of Soils includes Specific Gravity, Porosity, Void Ratio, Degree of Saturation, Density and Moisture Content	\$ 115.00/sample
Moisture Density Relationships (Proctors) Standard proctor (ASTM D 698, AASHTO T 99)	\$175.00/each
Modified Proctor (ASTM D 1557, AASHTO T 180)	\$195.00/each

Bearing Ratio Determination (ASTM D 1883) includes MDR		\$ 325.00/each
Aggregate Expansion from Hydration Reaction (ASTM D 4792) includes MDR (average of 3 specimens)		\$ 1,075.00/each
Lime/Flyash/Cement Modification Mix Design, IDOT Method A		\$ 2,600.00 /sample
Lime/Flyash/Cement Stabilization Mix Design, IDOT Method B		\$ 2,600.00 /sample
Lime/Flyash/Cement Stab/Mod Mix Design, ORD/MDW		\$ 3,000.00 /sample
Full Depth Reclamation Mix Design, IDOT FDR w/ cement		\$ 2,800.00 /sample
Permeability Tests - By Triaxial Back Pressure Saturated Method (ASTM D 5084)		
Tube Sample (2" or 3" nominal diameter)		\$ 315.00*/test
Asphalt Pavement, 4"		\$ 325.00/test
Remolded Bulk Sample		\$ 330.00/test
Notes: *Add tube handling/preparation charge (25.00) where applicable. #Tests run at low gradient (i<5) quoted upon request.		
Permeability Tests (By Falling Head Method, coarse grained samples only)		
Prepared sample from Bulk or Shelby Tube (U.S. Army Corp of Engineers, Engineer Manual, EM 1110-2-1906, Appendix VII)		\$ 250.00/test
Permeability Tests (By Constant Head Method, coarse grained samples only)		
Prepared sample from Bulk or Shelby Tube (ASTM D 2434)		\$ 250.00/test
(All Permeability Tests quoted above assume using Tap water as permeant, tests using other liquids or leachate quoted on individual basis)		
Consolidation Properties of Soils (2-1/2" Dia. Specimen)		
Regular Load Increments to 16 tsf		\$ 450.00/test
Additional Unload-Reload Cycle		\$ 75.00/cycle
Plots of Time Rate of Curves, Per Load Increment		\$ 50.00/each
Measurement of Collapse Potential of Soils (ASTM D 5333)		\$ 450.00/test
Expansion Index of Soils (ASTM D 4829)		\$ 275.00/test
Direct Shear, Fast- Sand sample (ASTM D 3080)		\$ 330.00/Mohr Circle
Direct Shear Interface (ASTM D 5321)	0.2 in/min	\$ 330.00/ Mohr Circle
	0.04 in/min	\$ 380.00/ Mohr Circle
	0.004 in/min	\$ 480.00/ Mohr Circle
Direct Shear Geosynthetic Clay Liner, GCL (ASTM D 6423)	0.2 in/min	\$ 330.00/ Mohr Circle
	0.04 in/min	\$ 380.00/ Mohr Circle
	0.004 in/min	\$ 480.00/ Mohr Circle
Triaxial Testing (2.8" Nominal Diameter Sample)		
Unconsolidated, Undrained (ASTM D 2850)		\$ 250.00/Mohr Circle
Consolidated, Undrained, w/ Pore Pressure Measurements (ASTM D 4767)		\$ 450.00/Mohr Circle
Note: Minimum three (3) Mohr Circle per test.		

GENERAL REMARKS

(Handling and preparation of contaminated samples may be subject to additional charges, depending on the time and equipment needed. All Hazardous Samples will be returned to the client after testing for ultimate disposal.) Services and fees not listed above will be quoted upon request.

Unit Rate Tests listed above are applicable to samples delivered to our location. Pickup of samples at remote locations in the Chicago Area available at \$75.00 each.

RUSH test requests will be charged up to 1.50 times the quoted rate.

Invoices will be submitted once a month for services performed during the prior month.

The prices listed above include the report distributed and mailed in accordance with client's instructions.



Regional Engineer
Jose Rios, P.E.

Contract Number 61J15 District 1 Letting Date 03/10/23

Department of Transportation
Address
201 W. Center Ct.
City State Zip Code
Schaumburg IL 60196

Municipality
Village of Vernon Hills
Route County
RTE No. 0069 Lake
Project Number Job Number
M-9003 (535) C-91-200-10
Section Number
98-00026-02-WR

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) Date
[Handwritten Signature] 1/4/23

Title
Engineering Coordinator

Applicants Name
Brian J. Carroll, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number 22-20083

Mr. Brian J. Carroll, P.E. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

Signature of Applicant Date
[Handwritten Signature] 1-4-23

Job Title of Applicant
Field Inspecting Resident Engineer (F.I.R.E.)

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



Regional Engineer
Jose Rios, P.E.

Contract Number 61J15 District 1 Letting Date 03/10/23

Department of Transportation
Address
201 W. Center Ct.

Municipality
Village of Vernon Hills

Route RTE No. 0069 County Lake

City State Zip Code
Schaumburg IL 60196

Project Number Job Number
M-9003 (535) C-91-200-10

Section Number
98-00026-02-WR

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved
Signature and Title of Resident Construction Supervisor Date

Applicants Name
Brian J. Carroll, P.E.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 22-20083

Mr. Brian J. Carroll, P.E. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved
Signature and Title of In Responsible Charge from BC-775 Date
Will H. Bon VILLAGE ENGINEER 1/4/23



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	
Village of Vernon Hills		Lake	98-00026-02-WR	
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name	MPO TIP Number
STP			CMAP	10-03-0012

Construction

State Job Number	Project Number
C-91-200-10	Z441(899)

Construction on State Letting Construction Engineering Utilities Railroad Work

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

LOCATION

			Stationing	
Local Street/Road Name	Key Route	Length	From	To
Lakeview Pkwy	RTE 2419	0.24	0.00	0.26

Location Termini
Center Drive to IL Route 60

Current Jurisdiction	Existing Structure Number(s)	Add Location
Local		Remove

LOCATION

			Stationing	
Local Street/Road Name	Key Route	Length	From	To
Lakeview Pkwy	RTE 0069	0.42	0.01	0.44

Location Termini
IL Route 60 to Fairway Drive

Current Jurisdiction	Existing Structure Number(s)	Add Location
Local		Remove

PROJECT DESCRIPTION

The work consists of pavement and utility removals, resurfacing roadways, intersection widening, 6 foot and 8 foot wide PCC path, ADA sidewalk ramps, 8 foot wide HMA path, earth excavation, erosion control, storm sewers, traffic signal and lighting modifications, mobilization, and traffic control and protection, as well as all incidental and collateral work necessary to complete the project as shown in the plans.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - **LPA's** Share _____ **BAL** _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA 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 **LPA** 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 **LPA**, the **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 Public 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, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
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 final project close out by the **STATE**, 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**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, 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 presumption in favor of the **STATE** for 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. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local)

terminated for cause or default.

13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for 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. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for 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 and federal Buy America provisions
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 within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** 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 **LPA** 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 **LPA'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 **STATE** 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 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its

application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, 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. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

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

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Kevin Timony

Title of Official

Village Manager

Signature



Date

1/12/23

The above signature certifies the agency's TIN number is
362689307 conducting business as a Governmental Entity.

DUNS Number 187683263

UEI C8LHMSD33H45

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

[Signature box] [Date box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

[Signature box] [Date box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

[Signature box] [Date box]

Yangsu Kim, Chief Counsel

Date

[Signature box] [Date box]

Vicki Wilson, Chief Fiscal Officer

Date

[Signature box] [Date box]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 3

Resolution No. 2023-001

A Resolution for:

Section Number 98-00026-02-WR
State Job Number C-91-200-10
Project Number Z44(899)

WHEREAS, the Village of Vernon Hills is proposing to
widen and resurface Lakeview Parkway.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the Village of Vernon Hills Board

Section 1: The Village of Vernon Hills Board hereby appropriates \$2,154,650.00
or as much as may be needed to match the required funding to complete the proposed improvement from
Fairway Drive to Center Drive and furthermore agree to pass a supplemental resolution if necessary to
appropriate additional funds for completion of the project.

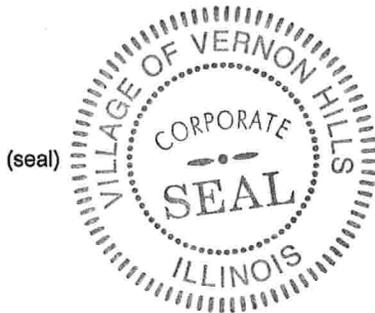
Section 2: The Village Manager is hereby authorized to execute an AGREEMENT with IDOT
for the above-mentioned project.

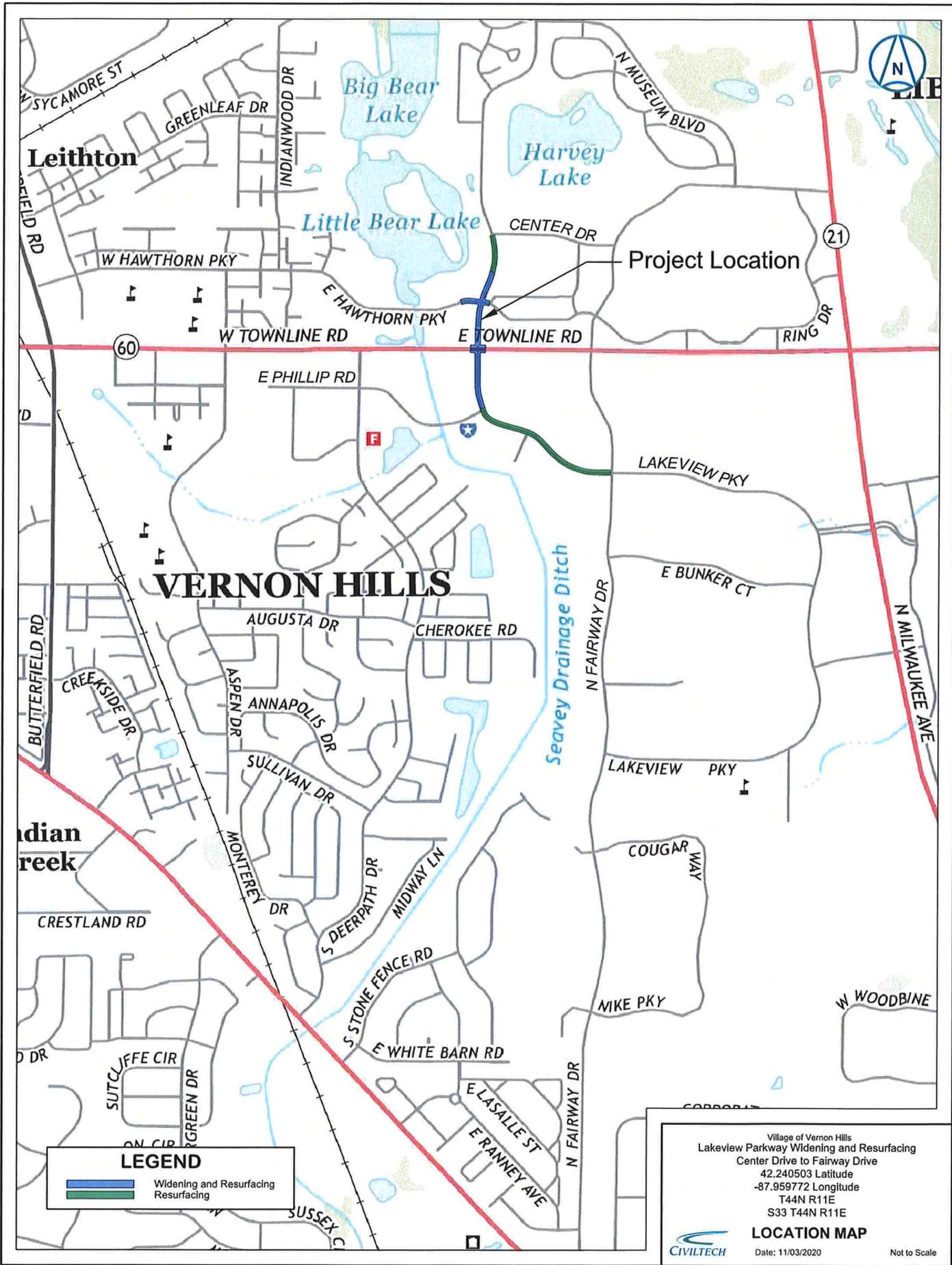
Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The Village Clerk of Vernon Hills is directed to transmit 3 (three) copies of the AGREEMENT
and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Jonathan Perfetto Clerk in and for Village of Vernon Hills, Illinois, and keeper of the records and files
thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the
Vernon Hills Board, Illinois, and keeper of the records at its meeting on the 3rd day of January, 20 23.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this 9th day of January, 20 23.





Leithton

Big Bear Lake

Harvey Lake

Little Bear Lake

Project Location

VERNON HILLS

Seavey Drainage Ditch

Indian Creek

LEGEND

- Widening and Resurfacing
- Resurfacing

Village of Vernon Hills
 Lakeview Parkway Widening and Resurfacing
 Center Drive to Fairway Drive
 42.240503 Latitude
 -87.959772 Longitude
 T44N R11E
 S33 T44N R11E

LOCATION MAP

Date: 11/03/2020 Not to Scale