

|  |  |  |   |
|--|--|--|---|
| Local Agency   | <br><b>Illinois Department<br/>of Transportation</b><br><br><b>Construction Engineering<br/>Services Agreement<br/>For<br/>Federal Participation</b> | <b>C<br/>O<br/>N<br/>S<br/>U<br/>L<br/>T<br/>A<br/>N<br/>T</b> | Consultant                                    |
| Village of La Grange   |  |  | Baxter & Woodman, Inc.                        |
| County<br>Cook   |  |  | Address<br>8840 West 192 <sup>nd</sup> Street |
| Section<br>12-00086-00-RS  |  |  | City<br>Mokena                                |
| Project No.<br>M-4003(081)   |  |  | State<br>IL                                   |
| Job No.<br>C-91-010-13   |  |  | Zip Code<br>60448                             |
| Contact Name/Phone/E-mail Address<br>Ryan Gillingham – Director of Public<br>Works 708-579-2326 /<br>rgillingham@villageoflagrange.com | Contact Name/Phone/E-mail Address<br>Dennis Dabros, P.E. – 708-478-2090<br>ddabros@baxwood.com   |  |   |

THIS AGREEMENT is made and entered into this 10 day of November, 2014 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:

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

#### Project Description

|         |  |       |                 |        |                |               |            |
|---------|--|-------|-----------------|--------|----------------|---------------|------------|
| Name    | <u>Cossitt Avenue</u>                    | Route | <u>FAU 1365</u> | Length | <u>.050 mi</u> | Structure No. | <u>N/A</u> |
| Termini | <u>Gilbert Avenue to Brainard Avenue</u> |       |                 |        |                |               |            |

Description: The work included in this Contract consists of hot-mix asphalt surface removal; pavement removal; spot curb and gutter removal and replacement, sidewalk removal and replacement; preparation of aggregate base; Portland cement concrete base course; hot-mix asphalt binder, leveling binder and surface course; adjustment of drainage structures; parkway restoration, and other incidental and miscellaneous items of work in accordance with the Plans, Standards, Specifications, and Special Provisions. ENGINEER's Project No.: 100261.60.

#### 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: FAU 1365 (Cossitt Avenue)  
 Local: Village of La Grange  
 (Municipality/Township/County)  
 Section: 12-00086-00-RS  
 Project: M-4003 (081)  
 Job No.: C-91-010-13

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

Overhead Rate (OH) 1.47 %  
 Complexity Factor (R) 0.00  
 Calendar Days 43

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       |
|-----------------------------|-------------------------|-----------|--------------|--------------------|------------------|--------------------------|------------------------------|----------------|-------------|
| PROJECT INITIATION          | SR. ENG. I              | 24        | \$41.74      | \$1,002.00         | \$1,473.00       |                          | \$58.00                      | \$367.00       | \$2,900.00  |
|                             | ENGR. TECH. III         | 8         | \$37.94      | \$304.00           | \$447.00         |                          |                              | \$109.00       | \$860.00    |
|                             | CLERICAL I              | 4         | \$25.40      | \$102.00           | \$150.00         |                          |                              | \$37.00        | \$289.00    |
| CONSTRUCTION ADMINISTRATION | SR. ENG. II             | 16        | \$46.07      | \$737.00           | \$1,083.00       |                          |                              | \$264.00       | \$2,084.00  |
|                             | SR. ENGR. I             | 80        | \$41.74      | \$3,339.00         | \$4,908.00       |                          | \$99.00                      | \$1,210.00     | \$9,556.00  |
|                             | ENGR. TECH. III         | 4         | \$37.94      | \$152.00           | \$223.00         |                          |                              | \$54.00        | \$429.00    |
|                             | CLERICAL I              | 8         | \$25.40      | \$203.00           | \$298.00         |                          | \$80.00                      | \$84.00        | \$665.00    |
| FIELD OBSERVATION           | SR. ENGR. I             | 16        | \$41.74      | \$668.00           | \$982.00         |                          |                              | \$239.00       | \$1,889.00  |
|                             | ENGR. TECH. III         | 200       | \$37.94      | \$7,588.00         | \$11,154.00      |                          | \$616.00                     | \$2,807.00     | \$22,165.00 |
| COMPLETION OF PROJECT       | SR. ENGR. I             | 16        | \$41.74      | \$668.00           | \$982.00         |                          |                              | \$239.00       | \$1,889.00  |
|                             | ENGR. TECH. III         | 40        | \$37.94      | \$1,518.00         | \$2,231.00       |                          | \$50.00                      | \$551.00       | \$4,350.00  |
| MATERIAL TESTING            |                         |           |              |                    |                  | \$4,424.00               |                              |                | \$4,424.00  |
| <b>Totals</b>               |                         | 416       |              | \$16,281.00        | \$23,931.00      | \$4,424.00               | \$903.00                     | \$5,961.00     | \$51,500.00 |





Local Public Agency Resident Construction Supervisor/ In Responsible Charge

John Fortmann, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

County Cook
Municipality Village of La Grange
Section 12-00086-00-RS
Route FAU 1365 (Cossitt Avenue)
Contract No. 61A84
Job No. C-91-010-13
Project M-4003 (081)

- 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.

11/5/14
Date

Signature and Title (for the Local Public Agency)
Director of Public Works

Dennis Dabros, P.E.
Applicants Name (Type or Print)

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 prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 11-0347.

Bachelor's Degree in Civil Engineering.
13 years of experience working as a Resident Engineer of Federal Aid projects.

11-4-14
Date

Signature of Applicant

Construction Department Manager
Job Title of Applicant

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.

Approved
Date
Deputy Director Division of Highways Regional Engineer

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



Local Public Agency  
Construction Inspector

John Fortmann, P.E.  
Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

|              |                           |
|--------------|---------------------------|
| County       | Cook                      |
| Municipality | Village of La Grange      |
| Section      | 12-00086-00-RS            |
| Route        | FAU 1365 (Cossitt Avenue) |
| Contract No. | 61A84                     |
| Job No.      | C-91-010-13               |
| Project      | M-4003 (081)              |

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 11-4-14 \_\_\_\_\_  \_\_\_\_\_  
Date Signature and Title of Resident Construction Supervisor Construction Department Manager

Ed Mijares  
Applicants Name (Type or Print)

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:** I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 10-0487.

Bachelor's Degree.  
24 years of experience working as a resident engineer.

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

Approved 11/5/2014 \_\_\_\_\_  \_\_\_\_\_  
Date Signature and Title of In Responsible Charge from BC-775

VILLAGE OF LA GRANGE  
 COSSITT AVENUE RESURFACING - GCA & RPR  
 SECTION NO.: 12-00086-00-RS

EXHIBIT E

BAXTER & WOODMAN, INC.  
 2014 SCHEDULE OF HOURLY WAGE RATES  
 AND OVERHEAD COSTS FOR PROFESSIONAL SERVICES  
 ILLINOIS DEPARTMENT OF TRANSPORTATION

| EMPLOYEE CLASSIFICATION | HOURLY WAGE RATES |
|-------------------------|-------------------|
| Principal               | \$63 to \$70      |
| Sr. Engineer IV         | \$55 to \$68      |
| Sr. Engineer III        | \$49 to \$59      |
| Sr. Engineer II         | \$45 to \$48      |
| Sr. Engineer I          | \$38 to \$45      |
| Engineer III            | \$36 to \$41      |
| Engineer II             | \$32 to \$34      |
| Engineer I              | \$23 to \$27      |
| Engineer Tech V         | \$54              |
| Engineer Tech IV        | \$41 to \$45      |
| Engineer Tech III       | \$36 to \$40      |
| Engineer Tech II        | \$25 to \$36      |
| Engineer Tech I         | \$16 to \$17      |
| CAD / GIS / Survey IV   | \$38 to \$44      |
| CAD / GIS / Survey III  | \$34 to \$37      |
| CAD / GIS / Survey II   | \$29 to \$33      |
| CAD / GIS / Survey I    | \$24 to \$25      |
| Clerical                | \$24 to \$28      |

General and employee overhead is 159% of employee compensation.  
 Personal-owned vehicle Mileage Charges will be reimbursed at the rate set by  
 the U.S. Internal Revenue Service.  
 Company-owned/leased vehicle usage will be reimbursed at a rate of \$65.00 per diem  
 or \$32.50 per half diem.  
 Traffic Counters \$50/day.  
 Postage - At cost.  
 Sub-consultant costs will be reimbursed at their invoice costs plus 15%

VILLAGE OF LA GRANGE  
COSSITT AVENUE RESURFACING - GCA & RPR  
SECTION NO.: 12-00086-00-RS

EXHIBIT F

BAXTER & WOODMAN, INC.

OVERHEAD\* RATE AS  
PERCENTAGE RATE OF EMPLOYEE COMPENSATION

|                               | <b>Total Percent</b> |
|-------------------------------|----------------------|
| Salaries with Retirement Plan | 125.00%              |
| Repairs                       | 2.00%                |
| Rents                         | 4.00%                |
| Taxes                         | 1.00%                |
| Depreciation                  | 3.00%                |
| Dues & Subscriptions          | 1.00%                |
| Utilities (Electric, etc.)    | 1.00%                |
| Insurance                     | 4.00%                |
| Professional Services         | 3.00%                |
| Office Supplies & Services    | 2.00%                |
| Computer Service              | 4.00%                |
| Recruitment & Training        | 2.00%                |
| Telephone                     | 4.00%                |
| Reproduction                  | 1.00%                |
| Automotive Expense            | 2.00%                |
| Misc. Services & Expenses     | 0.00%                |
| <b>IDOT Approved Rate</b>     | <b>159.00%</b>       |

Voluntary Reduction of Overhead to 147.00%  
\*Payroll Burden and Indirect Cost

VILLAGE OF LA GRANGE  
COSSITT AVENUE RESURFACING - GCA & RPR  
SECTION NO.: 12-00086-00-RS

EXHIBIT G

**ANTICIPATED PROJECT SCHEDULE**

| <u>Action</u>                | <u>Target Date</u> |
|------------------------------|--------------------|
| State Letting                | January 16, 2015   |
| Notice to Proceed from State | March 2015         |
| Begin Construction           | June 1, 2015       |
| Substantial Completion       | July 10, 2015      |

VILLAGE OF LA GRANGE  
COSSITT AVENUE RESURFACING - GCA & RPR  
SECTION NO.: 12-00086-00-RS

**IN-HOUSE DIRECT EXPENSES**

**Mileage: (rounded to nearest dollar)**

|                                |                    |  |
|--------------------------------|--------------------|--|
| - Project Initiation:          | 1 trip to IDOT     | <u>104 mi</u><br>104 mi x 0.560 = \$58.00      |
| - Construction Administration: | 4 trips to Village | <u>176 mi</u><br>176 mi x 0.560 = \$99.00      |
| - Field Observation:           | 25 trips to Site   | <u>1,100 mi</u><br>1,100 mi x 0.560 = \$616.00 |
| - Completion of Project        | 2 trips to Site    | <u>88 mi</u><br>88 mi x 0.560 = \$50.00        |

**Subtotal \$823.00**

**UPS/FED EX Shipping: (rounded to nearest dollar)**

Assume 8 shipments @ \$10.00 per shipment = \$80.00

**Total \$903.00**

Baxter & Woodman, Inc. Consulting Engineers  
 Employees' Rates Effective December 29, 2013

| Last Name | Employee # | Labor Category | 2014 Average Rate |
|-----------|------------|----------------|-------------------|
| Ambrose   | 097        | Principal      |                   |
| Benson    | 249        | Principal      |                   |
| Hausmann  | 262        | Principal      |                   |
| Larson    | 026        | Principal      |                   |
| Sprague   | 143        | Principal      | \$70.00           |

|            |     |                |         |
|------------|-----|----------------|---------|
| Amann      | 264 | Sr Engineer IV |         |
| Baumann    | 445 | Sr Engineer IV |         |
| Brunner    | 136 | Sr Engineer IV |         |
| Fischer    | 255 | Sr Engineer IV |         |
| Groth      | 564 | Sr Engineer IV |         |
| Mick       | 599 | Sr Engineer IV |         |
| Mitchell   | 484 | Sr Engineer IV |         |
| Mohler     | 005 | Sr Engineer IV |         |
| Sparber    | 607 | Sr Engineer IV |         |
| Tompkins   | 463 | Sr Engineer IV |         |
| Washkowiak | 338 | Sr Engineer IV | \$62.01 |

|             |     |                 |         |
|-------------|-----|-----------------|---------|
| Blecke      | 176 | Sr Engineer III |         |
| Buzzell     | 611 | Sr Engineer III |         |
| Dachsteiner | 259 | Sr Engineer III |         |
| Durig       | 596 | Sr Engineer III |         |
| Klein       | 328 | Sr Engineer III |         |
| Lenzini     | 111 | Sr Engineer III |         |
| Phipps      | 476 | Sr Engineer III |         |
| Verseman    | 519 | Sr Engineer III | \$54.14 |

|          |     |                |         |
|----------|-----|----------------|---------|
| Arias    | 648 | Sr Engineer II |         |
| Bianchin | 554 | Sr Engineer II |         |
| Eberhard | 608 | Sr Engineer II |         |
| Fluhr    | 323 | Sr Engineer II |         |
| Foley    | 646 | Sr Engineer II |         |
| Harman   | 092 | Sr Engineer II |         |
| James    | 644 | Sr Engineer II |         |
| Keith    | 023 | Sr Engineer II |         |
| Mitchell | 312 | Sr Engineer II |         |
| Orbon    | 512 | Sr Engineer II |         |
| Slattery | 556 | Sr Engineer II |         |
| Vogel    | 237 | Sr Engineer II | \$46.07 |

|           |     |               |         |
|-----------|-----|---------------|---------|
| Bappert   | 630 | Sr Engineer I |         |
| Boldt     | 392 | Sr Engineer I |         |
| Bromley   | 284 | Sr Engineer I |         |
| Dabros    | 346 | Sr Engineer I |         |
| Hoffman   | 379 | Sr Engineer I |         |
| Murauskas | 175 | Sr Engineer I |         |
| Naber     | 403 | Sr Engineer I |         |
| O'Dell    | 408 | Sr Engineer I |         |
| Plant     | 274 | Sr Engineer I |         |
| Stec      | 420 | Sr Engineer I | \$41.74 |

|           |     |              |         |
|-----------|-----|--------------|---------|
| Bobholz   | 616 | Engineer III |         |
| Code      | 488 | Engineer III |         |
| Firsching | 585 | Engineer III |         |
| Hemmerich | 448 | Engineer III |         |
| Holmbeck  | 579 | Engineer III |         |
| Koch      | 444 | Engineer III |         |
| Krause    | 407 | Engineer III |         |
| Meiers    | 662 | Engineer III |         |
| Moffitt   | 659 | Engineer III |         |
| Poole     | 613 | Engineer III |         |
| Priebe    | 398 | Engineer III |         |
| Schug     | 546 | Engineer III |         |
| Swanson   | 657 | Engineer III | \$37.92 |

|         |     |             |         |
|---------|-----|-------------|---------|
| Allen   | 602 | Engineer II |         |
| Langer  | 580 | Engineer II |         |
| Wallace | 601 | Engineer II |         |
| Wedoff  | 495 | Engineer II | \$33.45 |

|            |     |            |         |
|------------|-----|------------|---------|
| Miller     | 642 | Engineer I |         |
| Pendry     | 626 | Engineer I |         |
| Schuld     | 638 | Engineer I |         |
| Trent      | 620 | Engineer I |         |
| Wilhelmsen | 663 | Engineer I |         |
| Woods      | 633 | Engineer I | \$24.95 |

|        |     |             |         |
|--------|-----|-------------|---------|
| Davila | 606 | Engr Tech V | \$53.86 |
|--------|-----|-------------|---------|

|            |     |              |         |
|------------|-----|--------------|---------|
| DeBennette | 283 | Engr Tech IV |         |
| Hudspeth   | 518 | Engr Tech IV |         |
| Mullaney   | 144 | Engr Tech IV | \$43.31 |

|           |     |               |  |
|-----------|-----|---------------|--|
| Gibbons   | 315 | Engr Tech III |  |
| Hallock   | 163 | Engr Tech III |  |
| Himebaugh | 086 | Engr Tech III |  |
| Kanthack  | 133 | Engr Tech III |  |

|          |     |               |         |
|----------|-----|---------------|---------|
| Mijares  | 278 | Engr Tech III |         |
| Mohr     | 632 | Engr Tech III |         |
| Tanzillo | 427 | Engr Tech III | \$37.94 |

|             |     |              |         |
|-------------|-----|--------------|---------|
| Didier, Sr. | 466 | Engr Tech II |         |
| Foerster    | 639 | Engr Tech II |         |
| Guardi      | 530 | Engr Tech II |         |
| Jaski       | 661 | Engr Tech II |         |
| Mack        | 660 | Engr Tech II |         |
| Molidor     | 435 | Engr Tech II |         |
| Rodgers     | 629 | Engr Tech II |         |
| Scribner    | 431 | Engr Tech II |         |
| Stoecker    | 296 | Engr Tech II |         |
| Theobald    | 588 | Engr Tech II |         |
| Widmayer    | 658 | Engr Tech II | \$31.78 |

|         |     |             |         |
|---------|-----|-------------|---------|
| Zemanek | 636 | Engr Tech I | \$16.25 |
|---------|-----|-------------|---------|

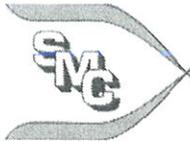
|          |     |                        |         |
|----------|-----|------------------------|---------|
| Botsch   | 231 | CAD/GIS/Survey Tech IV |         |
| Carlton  | 418 | CAD/GIS/Survey Tech IV |         |
| David    | 566 | CAD/GIS/Survey Tech IV |         |
| Eslick   | 064 | CAD/GIS/Survey Tech IV |         |
| Eslick   | 007 | CAD/GIS/Survey Tech IV |         |
| Wellbank | 093 | CAD/GIS/Survey Tech IV | \$40.34 |

|       |     |                         |         |
|-------|-----|-------------------------|---------|
| Bette | 271 | CAD/GIS/Survey Tech III |         |
| Bisco | 409 | CAD/GIS/Survey Tech III | \$35.20 |

|          |     |                        |         |
|----------|-----|------------------------|---------|
| Clark    | 263 | CAD/GIS/Survey Tech II |         |
| Morrow   | 207 | CAD/GIS/Survey Tech II |         |
| Nacino   | 382 | CAD/GIS/Survey Tech II |         |
| Roberson | 560 | CAD/GIS/Survey Tech II |         |
| Spears   | 344 | CAD/GIS/Survey Tech II | \$32.11 |

|          |     |                       |         |
|----------|-----|-----------------------|---------|
| Johannes | 503 | CAD/GIS/Survey Tech I |         |
| Sattler  | 563 | CAD/GIS/Survey Tech I | \$24.51 |

|            |     |            |         |
|------------|-----|------------|---------|
| Crayton    | 209 | Clerical I |         |
| Eisele     | 555 | Clerical I |         |
| Lind       | 461 | Clerical I |         |
| Stilts     | 514 | Clerical I |         |
| Tobin      | 266 | Clerical I |         |
| Walkington | 306 | Clerical I |         |
| Yarbro     | 270 | Clerical I | \$25.40 |



**SOIL AND MATERIAL CONSULTANTS, INC.**

office: 1-847-870-0544  
fax: 1-847-870-0661  
www.soilandmaterialconsultants.com  
us@soilandmaterialconsultants.com

August 22, 2014  
Proposal No. 13,840

Mr. Michael Plant, P.E.  
Baxter & Woodman, Inc.  
8878 Ridgefield Rd.  
Crystal Lake, IL 60012

Re: Soil and Construction Material Testing  
FAU 1365 (Cossitt Ave.)  
Section-12-00086-00-RS  
Village of LaGrange

Dear Mr. Plant:

Submitted for your consideration is our proposal to provide soil and construction material testing on a will-call basis initiated by your office or representative.

We understand the testing requirements of the IDOT QC/QA program are applicable. We propose to be the QA project manager and provide QA jobsite testing. IDOT is to provide QA plant testing.

Attached is our Schedule of Fees for anticipated services. Note that hourly rates are inclusive of mileage and equipment charges. Based on available information and our experience on similar projects, we estimate a charge of \$ 4,424.00 may be incurred for the anticipated services. Actual billing will be on a unit price basis and you will only be billed for those services actually provided. Final billing may be less than or greater than the estimated charge. Requests for services not included within the scope of this proposal will be provided at our established unit prices.

Thank you for the opportunity of submitting this proposal, which includes the attached General Conditions. If acceptable, please sign and return one copy to our office. Further, please include applicable plans and specifications, if not already submitted.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

Ali A Bagherian, P.E.  
Director of Engineering

AAB:dd

Proposal Accepted By:

Client \_\_\_\_\_

Street \_\_\_\_\_

Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone (     ) \_\_\_\_\_ E-Mail Address \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

8 WEST COLLEGE DRIVE \* ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS \* SITE INVESTIGATIONS \* PAVEMENT INVESTIGATIONS \* GEOTECHNICAL ENGINEERING  
TESTING OF \* SOIL \* ASPHALT \* CONCRETE \* MORTAR \* STEEL

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-14

BITUMINOUS CONCRETE

| <u>Service</u>   | <u>Estimated Units</u> | <u>Fee</u>                         | <u>Cost</u> |
|--|------------------------|------------------------------------|-------------|
| <u>Field Testing</u>   |                        |                                    |             |
| Technician with Nuclear Gauge  | 24 hours               | \$ 85.00 /hour<br>340.00 /day min. | \$ 2,040.00 |
| <u>Laboratory Testing</u>  |                        |                                    |             |
| Unit Weight – cores  | 20 each                | \$ 12.00 each                      | \$ 240.00   |
| <u>Engineering</u>   |                        |                                    |             |
| Senior Engineer (P.E.)<br>- QA Project Manager,<br>includes project administration,<br>field/laboratory engineering, mix<br>design review; consultation and<br>report review | 2 hours                | \$ 130.00 /hour                    | \$ 260.00   |
| Estimated Cost:  |                        |                                    | \$ 2,540.00 |

Estimates:

| <u>Item</u>               | <u>Tons</u> | <u>Est. Contractor<br/>Working Days</u> | <u>Est. Days - 20% QA</u> |
|---------------------------|-------------|---|---------------------------|
| HMA Surface, N50          | 168         | 1.0                                     | 0.5                       |
| HMA Binder, N50           | 793         | 2.0                                     | 1                         |
| Poly Leveling Binder, N50 | 464         | 2.0                                     | 1                         |
| Class D Patches           | 59          | 1.5                                     | 0.5                       |
| <b>Total:</b>             | <b>1484</b> | <b>6.5</b>                              | <b>3</b>                  |

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0

SOIL AND MATERIAL CONSULTANTS, INC.

SCHEDULE OF FEES

Effective 1-1-14

PORTLAND CEMENT CONCRETE

| <u>Service</u>   | <u>Est. Work Units</u> | <u>Fee</u>                         | <u>Cost</u> |
|--|------------------------|------------------------------------|-------------|
| <u>Field Testing</u>   |                        |                                    |             |
| Technician<br>- includes temperature, slump,<br>air and cylinders  | 16 hours               | \$ 85.00 /hour<br>340.00 /day min. | \$ 1,360.00 |
| Cylinder Pick-up   | 2 hours                | \$ 85.00 /hour                     | \$ 170.00   |
| <u>Laboratory Testing</u>  |                        |                                    |             |
| Cylinder Compressive Strength  | 16 each                | \$ 14.00 each                      | \$ 224.00   |
| <u>Engineering</u>   |                        |                                    |             |
| Senior Engineer (P.E.)<br>- QA Project Manager.<br>includes project administration,<br>field/laboratory engineering, mix<br>design review, consultation and<br>report review | 1 hour                 | \$ 130.00 /hour                    | \$ 130.00   |
| Estimated Cost:  |                        |                                    | \$ 1,884.00 |

Estimates:

| <u>Item</u>        | <u>Quantity</u> | <u>CY</u> | <u>Est. Contractor Working Days</u> | <u>Est. Days - 20% QA</u> | <u>Cyls.</u> |
|--------------------|-----------------|-----------|-------------------------------------|---------------------------|--------------|
| PCC Combined C & G | 1275'           | 71        | 1                                   | 0.5                       | 4            |
| PCC Sidewalk       | 7341 sq.yds.    | 116       | 1                                   | 0.5                       | 4            |
| PCC Driveway       | 56 sq. yds.     | 12        | 0.5                                 | ----                      |              |
| PCC Pavement       | 1261 sq. yds.   | 245       | 1                                   | 1.0                       | 8            |
| <b>Total:</b>      |                 |           |                                     | 2                         | 16           |

Billing Notes:

Hourly Charges: Portal To Portal  
 Weekdays over 8 hours/day: Hourly Rate x 1.5

Saturdays: Hourly Rate x 1.5  
 Sundays: Hourly Rate x 2.0

## TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

### GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

### TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.

|  |                                      |                     |                         |                |                  |
|--|--------------------------------------|---------------------|-------------------------|----------------|------------------|
|  <b>Illinois Department of Transportation</b><br><b>Local Agency Agreement for Federal Participation</b> | Local Agency<br>Village of La Grange | State Contract<br>X | Day Labor               | Local Contract | RR Force Account |
|  | Section<br>12-00086-00-RS            | Fund Type<br>STU    | ITEP and/or SRTS Number |                |                  |
| Construction   |                                      | Engineering         |                         | Right-of-Way   |                  |
| Job Number   | Project Number                       | Job Number          | Project Number          | Job Number     | Project Number   |
| C-91-010-13  | M-4003(081)                          |                     |                         |                |                  |

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 Cossitt Avenue Route FAU 1365 Length \_\_\_\_\_  
 Termini Brainard Avenue to Gilbert Avenue

Current Jurisdiction LA TIP Number 05-11-0013 Existing Structure No N/A

**Project Description**

The work of this contract includes urban hot-mix asphalt resurfacing with spot curb and gutter removal and replacement, sidewalk removal and replacement, driveway replacements, utility adjustments, pavement markings, parkway restoration, and other incidental and collateral work in accordance with the plans, standard specifications, and special provisions.

**Division of Cost**

| Type of Work                   | STU               | %     | STATE     | %   | LA                | %   | Total             |
|--------------------------------|-------------------|-------|-----------|-----|-------------------|-----|-------------------|
| Participating Construction     | 360500            | ( * ) | ( )       | ( ) | 154500            | ( ) | 515,000           |
| Non-Participating Construction | ( )               | ( )   | ( )       | ( ) | ( )               | ( ) |                   |
| Preliminary Engineering        | ( )               | ( )   | ( )       | ( ) | ( )               | ( ) |                   |
| Construction Engineering       | 36050             | ( * ) | ( )       | ( ) | 15450             | ( ) | 51,500            |
| Right of Way                   | ( )               | ( )   | ( )       | ( ) | ( )               | ( ) |                   |
| Railroads                      | ( )               | ( )   | ( )       | ( ) | ( )               | ( ) |                   |
| Utilities                      | ( )               | ( )   | ( )       | ( ) | ( )               | ( ) |                   |
| Materials                      | ( )               | ( )   | ( )       | ( ) | ( )               | ( ) |                   |
| <b>TOTAL</b>                   | <b>\$ 396,550</b> |       | <b>\$</b> |     | <b>\$ 169,950</b> |     | <b>\$ 566,500</b> |

\*Maximum FHWA (STU) Participation 70% not to exceed \$396,550

**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:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all 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** (Office of Finance and Administration, Audit Coordination Section, 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 **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 System for Award Management or SAM (formerly 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. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

#### THE STATE AGREES:

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

#### IT IS MUTUALLY AGREED:

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

**ADDENDA**

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

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

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

**APPROVED**

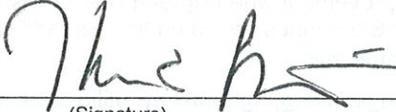
Local Agency

Thomas E. Livingston

Name of Official (Print or Type Name)

Village President

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

  
(Signature) 11-10-2014  
Date

The above signature certifies the agency's TIN number is  
36-6005955 conducting business as a Governmental  
Entity.

DUNS Number 068615145

**APPROVED**

State of Illinois  
Department of Transportation

Erica J. Borggren, Acting Secretary of Transportation Date

By:

Aaron A. Weatherholt, Deputy Director of Highways Date

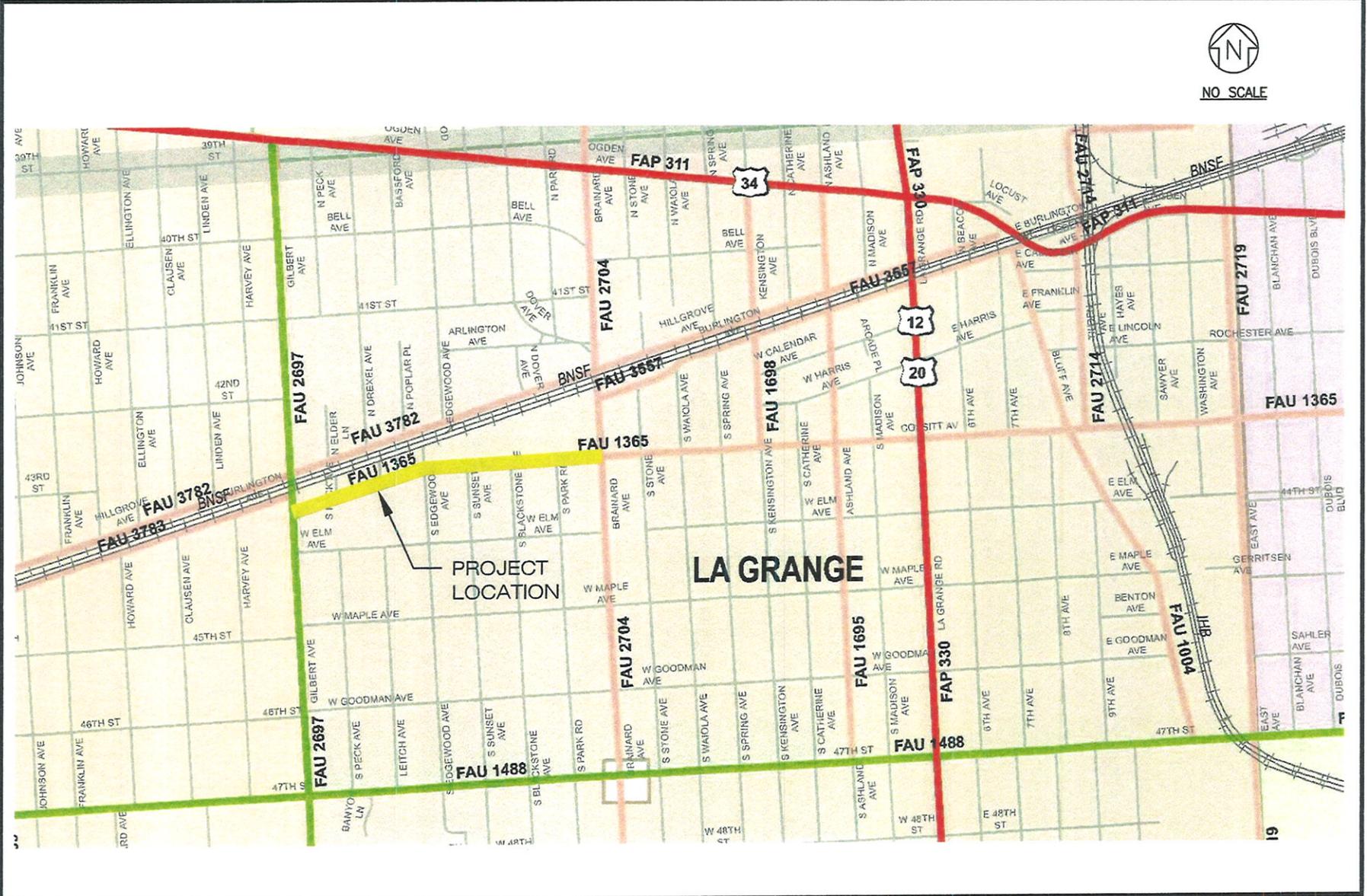
Omer Osman, Director of Highways/Chief Engineer Date

Michael A. Forti, Chief Counsel Date

Tony Small, Director of Finance and Administration Date

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

I:\MOKENA\LAGRV\100261-COSSITLAPP\CADD-SURVEY\DRAWINGS\DWGS\100261\_APP\_EXH.DWG EXH-A  
 Plotted: 7/21/2010 9:23 AM By: 382ABN  
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**Baxter & Woodman**  
 Crystal Lake, Illinois 815.459.1280  
 Mokena, Illinois 708.478.2090  
 Burlington, Wisconsin 262.763.7534  
 DeKalb, Illinois 815.287.3111  
 Grayslake, Illinois 847.223.5088  
 Plainfield, Illinois 815.609.7425  
 Itasca, Illinois 630.773.1870  
 Madison, Wisconsin 608.241.5481  
 Chicago, Illinois 312.678.0500

# VILLAGE OF LA GRANGE, ILLINOIS

COSSITT AVENUE (FAU 1365)  
 STP FUNDING APPLICATION

LOCATION MAP

|                    |                       |
|--------------------|-----------------------|
| DESIGNED BY<br>ASA | SCALE<br>AS NOTED     |
| DRAWN BY<br>ABN    | PROJECT NO.<br>100261 |
| CHECKED BY<br>LDH  | SHEET NO.             |
| DATE<br>7-21-10    | <b>EXHIBIT A</b>      |



VILLAGE OF LA GRANGE, ILLINOIS  
COSSITT AVENUE RESURFACING - GCA / RPR

TASK ORDER NO. 73

In accordance with Section 1.2 of the Master Contract dated May 13, 2013 between the Village of La Grange (the "Village") and Baxter & Woodman, Inc. (the "Consultant"), the Parties agree to the following Task Number 73:

**1. Contracted Services:**

Baxter & Woodman, Inc. shall provide the Village with construction engineering services for the Cossitt Avenue Resurfacing project. All terms and conditions of the master task order contract dated May 13, 2013 with the Village of La Grange shall apply.

**2. Project Schedule:**

The following schedule is anticipated:

|                        |                                  |
|------------------------|----------------------------------|
| January 16, 2015       | State Letting                    |
| March 2015             | Notice to Proceed from the State |
| June 1, 2015           | Begin Construction               |
| Substantial Completion | July 10, 2015                    |

**3. Project Completion Date:**

July 2015

**4. Project Specific Pricing (if applicable):**

Baxter & Woodman, Inc. shall be compensated on a cost plus fixed fee basis in an amount not to exceed \$51,500.

**5. Additional Changes to the Master Contract (if applicable): N/A**

All other terms and conditions remain unchanged.

[signature page follows]

**VILLAGE**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Director of Public Works

John V. Ambrose  
\_\_\_\_\_  
Vice President/Secretary

\_\_\_\_\_  
Date

November 4, 2014  
\_\_\_\_\_  
Date

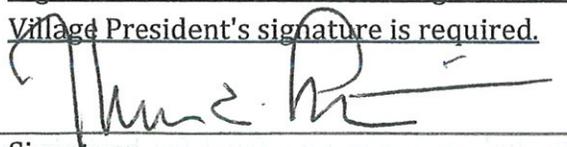
If greater than, \$2,000, the Village Manager's signature is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

If greater than \$10,000, the Village Board must approve the Task Order in advance and the Village President's signature is required.

  
\_\_\_\_\_  
Signature

Thomas E. Livingston  
\_\_\_\_\_  
Village President

November 10, 2014  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date