

December 31, 2020

Ph III – Traffic Signal Interconnect 143rd Street (IL 7) from Wolf Road to Southwest Highway
Section:

RE: Scope of Services for Construction Management

- Complete IDOT required documentation, reviews and coordination.
- Part time as needed observation and documentation of the contractor's activities.
- Measurement of the contractor's work as related to contract pay items.
- Preparation of Change Orders and Pay Estimates.
- Coordination of QA materials inspection.
- Preparation and submittal of weekly reports.
- Preparation of record drawings.
- Coordination of meetings as necessary.
- Prepare and submit final paperwork as required by IDOT Local Roads.
- Act as the liaison between the contractor, City of Orland Park, IDOT and the public.
- Monitor the Traffic Control Devices.
- Ensure the Improvement is constructed in accordance with the plans and specifications.

Deliverables

- Record Drawings
- Project Box (Diary, IDR's, Quantity Book, Field Books, Records, etc...)

Not Included in Scope

Full time Observation

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT
Prepared By

DLZ
Prime
GB

DATE 12/31/20
PTB-ITEM# 0

CONTRACT TERM 5 MONTHS
START DATE 5/1/2021
RAISE DATE 1/1/2022

END DATE 9/30/2021

OVERHEAD RATE 159.83%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2021	9/30/2021	5	100.00%

The total escalation = 0.00%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PTB-ITEM #

DLZ
Prime
0

DATE

12/31/20

ESCALATION FACTOR

0.00%

Note: Rates should be capped on the AVG 1 tab as necessary

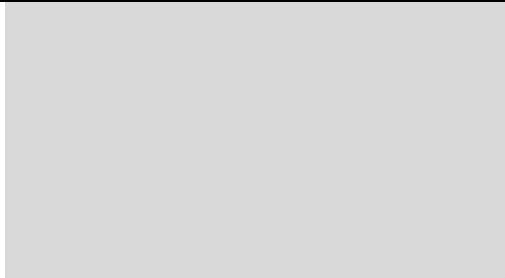
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$70.00
Resident Project Engineer	\$57.08	\$57.08
Civil Engineer III	\$61.00	\$61.00
Civil Engineer III PT	\$51.03	\$51.03
Civil Engineer II	\$42.18	\$42.18
Civil Engineer II PT	\$38.78	\$38.78
Field Crew Chiefs	\$47.75	\$47.75
Instrument Person	\$39.85	\$39.85
Construction Observer Manage	\$44.00	\$44.00
CAD Operation	\$31.00	\$31.00

Subconsultants

FIRM NAME _____
PRIME/SUPPLEMENT Prime
PTB-ITEM # 0

DATE 12/31/20

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total 0.00 0.00

Bureau of Design and Environment
Prepared By: Consultant
12/31/20

OVERHEAD RATE	159.83%
COMPLEXITY FACTOR	0

47,145

BDE 3608 Template (Rev. 10/19/17)

AVERAGE HOURLY PROJECT RATES

FIRM	DLZ
PTB-ITEM#	0
PRIME/SUPPLEMENT	Prime

DATE 12/31/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Resident Project Engineer			Civil Engineer III PT			Documentation/Closeout						Direct Costs		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0.0																	
Resident Project Engineer	57.08	300.0	93.75%	53.51	200	100.00%	57.08				100	100.00%	57.08						
Civil Engineer III	61.00	0.0																	
Civil Engineer III PT	51.03	20.0	6.25%	3.19				20	100.00%	51.03									
Civil Engineer II	42.18	0.0																	
Civil Engineer II PT	38.78	0.0																	
		0.0																	
Field Crew Chiefs	47.75	0.0																	
Instrument Person	39.85	0.0																	
Construction Observer Man	44.00	0.0																	
CAD Operation	31.00	0.0																	
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TOTALS		320.0	100%	\$56.70	200.0	100.00%	\$57.08	20.0	100%	\$51.03	100.0	100%	\$57.08	0.0	0%	\$0.00	0.0	0%	\$0.00

BDE 436 (Rev. 09/30/13)



**Illinois Department
of Transportation**

Anthony Quigley
Regional Engineer
Department of Transportation
District 1, 201 West Center Court
Schaumburg, Illinois 60631

**Local Public Agency Resident
Construction Supervisor/ In
Responsible Charge**

County	Cook
Municipality	Village of Orland Park
Section	
Route	Various
Contract No.	
Job No.	
Project	

- ☐ 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.

Date

Signature and Title (for the Local Public Agency)

Jerold Erzinger

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 18-13300.

Mr. Erzinger's experience includes construction management including experience as Resident Engineer, inspection, and documentation for many Illinois Department of Transportation and local municipality and County construction projects. Please see Jerold Erzingers resume attached for further qualifications

12/31/2020

Date

Signature of Applicant

Resident Project Engineer

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

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

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

STAFF RESUMES



JERROLD ERZINGER RESIDENT ENGINEER

Mr. Erzinger has over 32 years of experience working for the Illinois Department of Transportation in construction management and resident engineering services for the construction of highways, bridges and railroads. Over his career with IDOT, Jerrold has displayed strength in troubleshooting various construction problems that may arise in the field. Mr. Erzinger has proficiency in ICORS record keeping, surveying, material testing and is certified in IDOT Documentation.

EDUCATION

Morrison Institute of Technology
(Highway Engineering) 1984

CERTIFICATIONS

Illinois Department of Transportation:
Documentation of Contract Quantities,
#18-13300

SKILLS/TRAINING

IDOT BDE - Special Waste, Construction
Projects and Special Provisions
OSHA 30 HR Construction Training
ICORS

- **DuPage County Department of Transportation Central System Expansion 1 & 2. Resident Engineer.** Completed Phase III construction engineering services for traffic signal improvements associated with the installation of a Central Signal System Expansion. The Central Signal System is a complex ITS project to provide improved traffic signal operations and video management through an Ethernet IP based network. Work includes improvements to existing traffic signal installations including traffic signal controller replacements and installation of servers, software, network switches, fiber optic cable, conduit, and PTZ cameras.
- **Illinois State Toll Highway Authority (ISTHA) Contract I-18-4393 (M-14 Yard Improvement).** Construction of retaining wall, construct new PCC and HMA pavement, drainage improvement and lighting improvement within M-14 Maintenance Yard.
- **Illinois State Toll Highway Authority (ISTHA) Contract RR-18-4385 (Systemwide Oasis Curb Repair).** Curb and gutter repair, sidewalk repair, median repair, and pavement patching at Lincoln Oasis, Hinsdale Oasis, O'Hare Oasis and Lake Forest Oasis.
- **Illinois Department of Transportation (IDOT) Resident Engineer and Assistant Resident Engineer for various projects for 27 of his 32 years at IDOT.** Responsibilities included actively managing and overseeing on-site construction staff; reviewing construction contract documents for overall understanding of the project and for constructibility concerns; preparing and implementing alternate solutions to construction issues as they arise; coordinating solutions with design engineers and the clients; providing observation and inspection of the construction work and contractor operations to verify that the construction is accomplished in accordance with the plans and specifications; provide liaison functions related to coordination of contractors, utilities, other agencies and property owners engaged or affected by the project; meeting with contractors regularly to coordinate work, resolve issues, review scheduling and sequence operations; conducting utility meetings with all affected utilities and verify relocation schedules; preparing and maintaining project documentation and records. Major Projects that Mr. Erzinger served included:
 - South Cook County traffic signal LED retrofits involving 50+ intersections.
 - Reconstruction of 111th, Central to Pulaski including RR underpass, pump station, and 2 new traffic signal installations.
 - Reconstruction US 30, I -394 to Sauk Trail including 3 new traffic signal installations.
 - Reconstruction of 159th St and US 45 including 3 new traffic signal installations.

Local Public Agency Village of Orland Park	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant DLZ Illinois, Inc.
County Cook				Address 8430 W. Bryn Mawr Ave, Suite 100
Section				City Chicago
Project No.				State IL
Job No.				Zip Code 60631
Contact Name/Phone/E-mail Address Khurshid Hoda khoda@orlandpark.org				Contact Name/Phone/E-mail Address Gregory R. Brumm (773) 283-2600, gbrumm@dlz.com

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

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

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

Project Description

Name 143rd Street (IL 7) from Wolf to Sourtwest Route IL 7 Length _____ Structure No. _____

Termini _____

Description: Project will add _____ Equipment instaled will include _____ and any associated materials to complete the work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, 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 LPA; 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 LPA 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 LPA 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 LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
 - ☒ m. Revision of contract drawings to reflect as built conditions.
 - ☒ n. Act as resident construction supervisor and coordinate with the LPA 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 LPA 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 LPA 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA 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 LPA 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 LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, 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 LPA.
 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.
 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 LPA.
 12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
 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 LPA AGREES,

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

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum 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.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. It is 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 LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, 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 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.
- 4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, 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 LPA.
- 5. That any differences 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.

6. That in the event the 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 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 LPA.
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 LPA deems appropriate.
10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
DLZ Illinois, Inc.	311683105	

Sub-Consultants:	TIN Number	Agreement Amount
.		
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work:		

Executed by the LPA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

Gregory R. Brumm

ATTEST:

By: _____

By: _____

Title: _____

Title: President

Exhibit A - Construction Engineering

Route: 143rd Street (IL 7) from Wolf to Sourtwest
 Local Village of Orland Park
 (Municipality/Township/County)
 Section: _____
 Project: _____
 Job No.: _____

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

Overhead Rate (OH) 159.83 %
 Complexity Factor (R) 0.00
 Calendar Days _____

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
Const Mangment	Resident Proj	200.00	\$57.08	\$11,416.00	\$18,246.19		\$0.00	\$4,301.01	\$33,963.20
Const Mangment	Civil Eng III PT	20.00	\$51.03	\$1,020.60	\$1,631.22		\$0.00	\$384.51	\$3,036.33
Documentation/Clo	Resident Proj	100.00	\$57.08	\$5,708.00	\$9,123.09		\$0.00	\$2,150.50	\$16,981.59
				\$0.00	\$0.00			\$0.00	
Direct Costs							\$2,860.00		\$2,860.00
Totals		320.00		\$18,144.60	\$29,000.50		\$2,860.00	\$6,836.02	\$56,841.12



BLR 05611 (Rev. 11/09/17)

Exhibit C

Federal Qualification Based Selection (QBS) Checklist

Local Public Agency Village of Orland Park
 Section Number _____
 Project Number _____
 Job Number _____

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

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

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____		
3.	Was the scope of services for this project clearly defined? <input type="checkbox"/> Yes <input type="checkbox"/> No		
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: _____ Method(s) used for advertisement and dates of advertisement: _____		
5.	Do the written QBS policies and procedures cover conflicts of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input type="checkbox"/> Yes <input type="checkbox"/> No		
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Criteria for this project	Weighting	Criteria for this project Weighting
	_____	_____%	_____ %
	_____	_____%	_____ %
	_____	_____%	_____ %
	_____	_____%	_____ %
8.	Do the written QBS policies and procedures discuss the method of selection? <input type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) _____ 2) _____ 3) _____ If less than 3 responses were received, IDOT's approval date: _____		
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input type="checkbox"/> Yes <input type="checkbox"/> No		
10.	Were negotiations for this project performed in accordance with federal requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No		
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.		
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input type="checkbox"/> Yes <input type="checkbox"/> No		
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input type="checkbox"/> Yes <input type="checkbox"/> No		