



**VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091**

**Contract No. 19076**

**For:**

**US 41 (Skokie Boulevard) at Lake Avenue Intersection  
Phase 1 Engineering**

**With:**

**Civiltech Engineering, Inc.  
Two Pierce Place, Suite 2624  
Itasca, IL 60143**

**Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Civiltech Engineering, Inc. Do not detach any portion of this document. Invalidation could result.**

1. The intent of the Agreement is to engage the services of a consultant to provide Phase 1 Engineering services to improve the safety and mobility of all users of the intersection including pedestrians, bicyclists, and motorists by: upgrading the intersection and traffic signals to meet PROWAG, MUTCD and IDOT requirements; and resurfacing the intersection pavement ("US 41 (Skokie Boulevard) at Lake Avenue Intersection - Phase 1 Engineering" or "Work") per the Specifications shown in Attachment One ("Attachment One") and Attachment Two ("Attachment Two") of this document. The Agreement is for the Scope of Services memorandum offered by Civiltech Engineering, Inc. ("Consultant") to the Village of Wilmette ("Village").

2. As the Village's subcontractor, Consultant acknowledges the requirements imposed on them by Federal and State laws and regulations and all applicable provisions of the Inter-Governmental Agreement No. \_\_\_\_\_ ("IGA") between the State of Illinois Department of Transportation ("IDOT") and the Village attached as Attachment Two ("Attachment Two"). Consultant hereby certifies that it is in compliance with all applicable sections of the IGA and agrees to advise all of its subcontractors of said requirements.

3. This Addendum is made pursuant to the Scope of Services memorandum dated September 12, 2018 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One and Attachment Two shall comprise the Agreement between the parties.

4. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One and Attachment Two and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

5. Total Contract Amount. The total amount of the Contract shall not exceed \$118,315.00, including expenses.

6. Invoices. Consultant acknowledges that the timely submission of invoices to the Village is critical to the Village's ability to comply with the State's Government Accountability and Transparency Act ("GATA") reporting requirements. Consultant will submit invoices to the Village each month within ten (10) business days of the previous month's end. Invoices will include copies of all subcontractors invoices, and certified payrolls when applicable, for all subcontractor charges being billed to the Village.

7. Payment. Consultant shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be mailed to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.

8. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Consultant shall not charge the Village any tax incurred by the Consultant for these services.

9. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One and Attachment Two.

10. Coordination of Work. Consultant shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the Work unless otherwise stated.

11. Supervision of Work. Consultant shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Consultant shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Consultant in the completion of the work.

12. Quality of the Work. Consultant shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

13. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

14. Limitation of Remedy. Village's liability to Consultant for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

15. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

16. No Collusion. The Consultant represents and certifies that this Contract is made by the Consultant without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

17. Licensure and Compliance with Laws. Consultant represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Consultant shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.

18. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Consultant.

19. Assignment. The Contract may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

20. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Consultant</u>	<u>Village</u>	<u>with a copy to:</u>
Civiltech Engineering, Inc.	Director	Corporation Counsel
Two Pierce Place, Suite 2624	Engineering & Public Works	1200 Wilmette Ave
Itasca, IL 60143	1200 Wilmette Avenue	Wilmette, IL 60091
	Wilmette, IL 60091	

21. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

22. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Consultant shall be made, or be valid, against the Village.

23. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

24. Consultant's Insurance Requirements. At the time of execution of the Agreement, Consultant shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Consultant shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Consultant or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;

- c. Workers Compensation – covering all liability of the Consultant arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation');
- d. Umbrella Coverage, \$2,000,000 per occurrence; and,
- e. Professional Liability –\$1,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Consultant under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Consultant shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Consultant shall require all subcontractors not protected under the Consultant's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Consultant. Consultant shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Consultant expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Consultant's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Consultant's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Consultant's insurance and shall not contribute with it.

25. Kotecki Waiver. Consultant (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Consultant agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Village's own negligence.

26. General Indemnification. To the fullest extent permitted by law, the Consultant will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Consultant, its employees, agents and subcontractors, anyone directly or indirectly employed by

them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

27. Intellectual Property. Consultant represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Consultant for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Consultant, Consultant's employees or Consultant's independent contractors for purposes of fulfilling the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Consultant represents and warrants that all Intellectual Property provided to the Village by Consultant will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Consultant agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Consultant will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Consultant's expense. Consultant agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Consultant's option, Consultant shall promptly either: (i) procure for the Village, at Consultant's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Consultant's expense, so that the Intellectual Property become non-infringing.

Consultant shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

28. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Consultant in their completion or pursuit of the Contract.

29. Use of Village's Name, Employee Name(s) or Images. The Consultant shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

30. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Consultant. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Consultant. Default is defined as failure of the Consultant to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Consultant shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Consultant. The Consultant will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

31. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

32. Change In Status. The Consultant shall notify the Village immediately of any change in its status resulting from any of the following: (a) Consultant is acquired by another party; (b) Consultant becomes insolvent; (c) Consultant, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Consultant ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Consultant immediately on written notice based on any such change in status.

33. Subletting of Contract. The Consultant may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Consultant and shall be subject to approval by the Village. Consultant shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Consultant and Consultant shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Consultant.

Consultant shall be fully responsible to the Village for any and all acts and omissions of the Consultant's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Consultant.

In no case shall such consent relieve the Consultant from its obligation or change the terms of the contract. At all times the Consultant shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Consultant.

34. Illinois Freedom of Information Act. Consultant agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Consultant's actual or alleged violation of the FOIA or Consultant's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Consultant request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Consultant's request to utilize a lawful exemption to the Village.

35. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

36. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

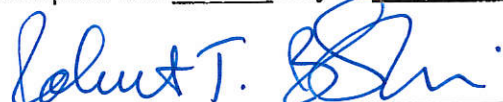


37. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Consultant have hereunto set their hands to this Contract on the \_\_\_\_ day of \_\_\_\_\_, 2019.


**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019



Robert T. Bielinski, Village President

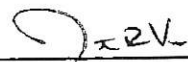
Attest:

  
Timothy J. Frenzer, Village Clerk

**FOR THE CORPORATION**

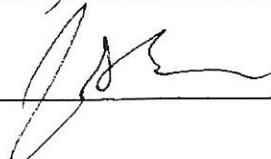
An officer duly authorized by the corporation shall sign here:

Accepted this 21<sup>st</sup> day of May, 2019

By  \_\_\_\_\_

PRESIDENT

Position/Title

By  \_\_\_\_\_

VICE PRESIDENT

Position/Title

CIVILTECH ENGINEERING, INC.

Print Company Name

An officer duly authorized should sign and attach corporate seal

## CERTIFICATION OF COMPLIANCE

**DESCRIPTION** US 41 (Skokie Boulevard) at Lake Avenue Intersection - Phase 1 Engineering

Civiltech Engineering, Inc., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

☒ **BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ **SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ **PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ **EQUAL PAY ACT:** Engineers, Consultants, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

☒ **CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ **DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Engineer's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
  - a) the dangers of drug abuse in the workplace;
  - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
  - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (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.
  - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
  - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
  - 6) 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.
  - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
  - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☒ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.



**EQUAL EMPLOYMENT OPPORTUNITY:** In the event of the Engineer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Engineer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Engineer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



## ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

## PLEASE CHECK THE APPLICABLE BOX

☒ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

## PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

## SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: J.R.V.  
(Signature)

By: JONATHAN R. VANA  
(Print Name)

d/b/a \_\_\_\_\_

Business address: CIVILTECH ENGINEERING, INC

2 PIERCE PLACE, SUITE 1400

ITASCA, IL 60143

Business Phone #: 630 735 3382

Cell Phone #: 630 878 1029

E-Mail Address: jvana@civiltchinc.com

**ATTACHMENT ONE**

**CONSULTANT'S SCOPE OF SERVICES MEMORANDUM DATED SEPTEMBER 12, 2018**

**U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection  
Phase I Study  
Village of Wilmette**

**I. Scope of Services**

The scope of services for Phase I engineering services required for this project will include environmental and location-design studies needed to develop and refine geometric improvements, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public. The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan which provides the desired level of traffic safety and operation and which fulfills all of the requirements for processing and funding by the Village of Wilmette, the Cook County Department of Transportation and Highways (CCDOH), the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA). The Phase I scope of services assumes that this project will be processed as a State Approved Categorical Exclusion (formerly Categorical Exclusion – Group I) with the preparation of a Project Development Report.

**Item 1 – Early Coordination and Data Collection** - This work item will include collecting available existing information required for the Phase I Report and performing the necessary classification and cataloging for use in subsequent tasks as follows:

- Collect and review previous studies and existing roadway plans.
- Collect land use, public transit, zoning, school district, driveway permits, maps and plans.
- Obtain public and private utility atlases.
- Obtain and review existing traffic signal timings and plans.
- Obtain existing right-of-way data.
- Perform project area reconnaissance and prepare a photo log documenting existing conditions.
- Obtain recent digital aerial photography of study area at a scale of 1" = 50'.
- Prepare and process Environmental Survey Request forms. This will include ground level photos of all structures/buildings of 40 years or older.
- Prepare Project Program Information (PPI) Form (#D1-PI0004) as per IDOT requirements.
- Prepare Initial Coordination Meeting Data Form (BLR 22410) as per IDOT requirements.

**Item 2 – Topographic Survey** – In order to develop accurate construction costs a complete design topographic survey will be conducted as part of the Phase I study. This survey will include topographic information, cross sections, stream survey, and a drainage and utility survey.

This work item will include the preparation of electronic base sheets including identification and location of all existing utilities within the project limits. Existing cross section information will be generated from the survey data and plotted on cross section sheets to aid in the development of a proposed roadway profile and completion of the drainage analysis.

A surveying subconsultant will perform the above tasks. We propose to use Jorgensen and Associates, Inc. as a subconsultant to perform the field survey. A copy of their proposal is included in Attachment B.



**Item 3 – Crash Analysis** – In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review crash data for the study area to determine the existence of any safety hazards. Therefore, this work item will include the following items:

- Collect 5 years of crash data.
- Tabulate data and plot collision diagrams.
- Prepare wet/dry crash analysis.
- Prepare roadway lighting warrant analysis.
- Perform pedestrian safety analysis to determine the levels of safety.
- Evaluate safety improvement needs, identify countermeasures and recommendations to increase safety for pedestrians and vehicles, and write crash analysis.

**Item 4 – Traffic Analyses** – The traffic analyses will include:

- Obtain 24-hr. turning movement, bike, and pedestrian counts using video counting units (VCU) at the following intersections:
  - Lake Avenue/Skokie Road.
  - Lake Avenue/Edens Plaza/West Lake Plaza.
  - Lake Avenue/Hibbard Road.
- Reduce and tabulate traffic count data; determine A.M. and P.M. peak hours and peak hour usage; prepare traffic volume exhibits.
- Obtain 2050 traffic projections from CMAP.
- Develop design hourly traffic volumes (DHV's).
- Perform A.M. and P.M. existing and 2050 No-Build capacity analyses using HCS 2010 to establish a baseline for comparison to proposed alternatives.
- Perform A.M. and P.M. 2050 Build capacity analyses using HCS 2010 for all alternatives to determine level of operation.
- Prepare Intersection Design Studies as required by IDOT and FHWA at Lake Avenue/Skokie Road and Lake Avenue/Edens Plaza/West Lake Plaza to address the signal phasing, timing, and proposed geometric improvements.

**Item 5 - Alternate Geometric Studies** – As part of this study alternatives will be evaluated to develop a Preferred Alternative for the improvements warranted under the Village of Wilmette's Complete Streets Policy. This work task will include:

- Prepare detailed horizontal geometrics on topographic base sheets.
- Define vertical roadway geometrics including detailed analysis of proposed roadway cross sections.
- Determine existence of and potential for environmental impacts due to the proposed improvement.
- Design vehicle turning-template analyses will also be completed using AutoTURN software.
- Review community feedback in the project area from the Master Bike and Active Transportation Plan.
- Analyze potential pedestrian and bicycle improvements supporting the Village's Complete Streets Policy and ongoing Master Bike and Active Transportation Plan.
- Prepare plan and profile exhibits.

- Submit detailed geometrics, traffic and crash data and environmental impacts to the Village, IDOT, and CCDOTH. It is assumed that these geometrics will be revised up to three times prior to presentation at the Public Information Meeting.

**Item 6 – Geotechnical Studies** – A factor which often contributes to project cost increases during the implementation of an improvement is the inaccuracy of cost estimates for pavement rehabilitation and treatment of unsuitable subgrade soils. We propose to use Midland Standard Engineering and Testing, Inc. as a subconsultant to perform the pavement coring, highway soils survey, and infiltration testing for this project. A copy of their proposal is included in Attachment C. Recommendations will be developed for the pavement structure in the design year (based upon a 20-year design life) and a pavement design will be developed.

**Item 7 – Preliminary Environmental Site Assessment (PESA)** – As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the project area that may result in the need for further environmental investigation. Due to the current and previous land use, it is anticipated that the initial screening will result in the need for a Preliminary Environmental Site Assessment (PESA) to be completed along the local route (Cook County) to determine the extent of any special remediation that may need to occur. It is also anticipated that a PESA will be completed by IDOT for roadway under their jurisdiction (as part of the ESR process).

This work will be completed by a subconsultant, Huff & Huff, Inc. A copy of their proposal is included in Attachment D.

**Item 8 - Drainage Study** - This item will include an analysis of the existing drainage conditions and assess physical deficiencies as well as the requirements for the proposed drainage for the selected improvement. It is anticipated that IDOT will not require a Location Drainage Study and the tasks below will satisfy their requirements.

The work item will include the following:

**Existing Drainage Plan**

- Obtain and review previous drainage studies, applicable permits, and documented drainage problems and complaints.
- Prepare General Location Drainage Map.
- Determine watershed divides and identify drainage features.
- Identify drainage outlets and determine interpreted drainage divides.
- Identify existing drainage problems.
- Perform plan in hand field reconnaissance to review existing drainage conditions.
- Develop Existing Drainage Plan sheets for the project study limits.
- Submit Existing Drainage Plan (EDP) to the Village, IDOT, and CCDOTH. It is assumed that the EDP will be revised up to three times prior to approval.

**Proposed Drainage Plan**

- Develop and document design criteria for the proposed drainage design.
- Address project compliance with the MWRD Watershed Management Ordinance.
- Investigate potential green infrastructure features

- Develop recommended Proposed Drainage Plan for the project study limits.
- Submit Proposed Drainage Plan (PDP) to the Village, IDOT, and CCDOTH. It is assumed that the EDP will be revised up to three times prior to approval.

**Item 9 – Wetland Investigation** – Due to the land development within the project vicinity, and consistent with the National Wetlands Inventory Map, there do not appear to be wetland resources within the project limits. The entire area within the proposed project limits will be investigated for potential wetlands or environmentally sensitive resources. If no wetlands are identified, H&H will summarize the findings in a memorandum and the location of the nearest WOUS will be documented in the memo to determine the buffer distance for the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance.

This work will be completed by a subconsultant, Huff & Huff, Inc. A copy of their proposal is included in Attachment D.

**Item 10 - Draft Project Development Report** – It is anticipated that the results of the environmental process will be a determination that the proposed improvement will in fact cause no significant environmental impacts and thus, would meet the requirements of a State Approved Categorical Exclusion (formally Categorical Exclusion - Group I). Therefore, this work task will involve integration of project data and engineering studies into a Draft Project Development Report that meets IDOT requirements as contained in BLR Form 22111. Specifically this work item will include the following:

- Prepare report exhibits, including a location map, a land use exhibit, existing and proposed typical sections and a Maintenance of Traffic exhibit.
- Prepare a detailed construction cost estimate for proposed improvements.
- Write, proofread and edit the Draft PDR.
- Print, bind and deliver Draft PDR.
- Attend review meeting with IDOT, Village, and CCDOTH if required.
- Revise Draft PDR.

**Item 11 – Agency Coordination** – The efficiency and timeliness of executing a project often can hinge on the level and frequency of coordination with IDOT officials. In order to avoid delays and costly multiple design revisions, we believe it will be helpful to have short but regular coordination meetings with IDOT decision-makers to review the overall progress. These meetings would occur at the regular IDOT/FHWA coordination meetings. In addition to a kick-off meeting with Village, CCDOTH and IDOT, we propose to schedule up to four meetings with IDOT.

- Kick-off meeting with Village, CCDOTH, and IDOT.
- Local Agency/IDOT/FHWA Meetings.
- Regular coordination meetings with Village and other agencies. Assume two meetings with agencies including CCDOTH and PACE.

All meetings include preparation for, attendance at, and preparation of meeting minutes.

**Item 12 - Public Involvement** – The purpose of public involvement process is to promote a proactive and responsive approach that seeks the input of all concerned stakeholders early and often, and that provides



for appropriate input at key points in the project decision making process. The process will include two public information meetings. The first public involvement activity would include a digital format survey to gather input from the community on the needs at the intersection. The second public meeting will present the proposed improvement plan to the public. Following are the specific public involvement tasks that are anticipated:

- Development of a digital survey to gather input from the community on the needs at the intersection. This task includes time to develop the questions, gather the input, and submit the package to the Village.
- Public Information Meetings (Assume one open house meeting)
  - Selection of and coordination with meeting venue.
  - Preparation of invitation letters to area residents and businesses.
  - Preparation of public meeting newspaper display advertisement.
  - Preparation of public meeting brochure.
  - Preparation and distribution of public meeting notification letters to area residents and businesses.
  - Preparation of public meeting exhibits.
  - Preparation of PowerPoint presentation (if necessary).
  - Preparation for and attendance at public meeting dry run with Village staff. (Assume 1 meeting per public information meeting)
  - Attendance at public information meeting.
  - Preparation of meeting minutes and disposition of comments.

**Item 13 - Final Project Development Report** - Based on the outcome of the draft report review, the public involvement activities and comments, and input from the Village, IDOT, and CCDOTH, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

- Revise draft PDR exhibits.
- Revise construction cost estimate for improvements.
- Revise draft PDR report, proofread and edit.
- Print, bind and deliver final PDR Report.

**Item 14 - Supervision, Administration and Project Coordination** - This item includes project setup, monthly invoicing and preparation of status reports, client coordination and meetings as well as in-house coordination meetings. This item also includes implementation of Civiltech's Quality Control/Quality Assurance in-house review process.

**Item 15 -- Placemaking and Gateway Concepts (Included In Separate Agreement with Village of Wilmette)** - This item will include the following tasks:

- Review proposed roadway geometry and determine opportunities for gateway placement and overall size/form.
- Develop three initial concepts for gateway designs to be used for further evaluation and feasibility. These concepts would include plan and section views as well as 3D renderings suitable for presentation and inclusion in Task 11.
- Develop initial cost estimates for gateway concepts.

## **Attachment A**

### **Cost Estimate of Consultant Services**

COST ESTIMATE OF CONSULTANT SERVICES  
PHASE I ENGINEERING

Task	Personnel & Hours										Total Hours	% of Total Hours	Labor Cost
	Department Head	Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscaping Architect	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin. Asst.		
1 Early Coordination and Data Collection	\$70.00	\$55.25	\$38.50	\$29.50	\$44.00	\$30.00	\$70.00	\$32.00	\$44.50	\$31.25	\$30.00		
2 Field Survey	0	2	14	18	8	0	0	0	0	0	0	42	5.4%
3 Cost Analysis	0	4	0	8	2	0	0	0	0	0	0	14	1.8%
4 Traffic Analysis	0	2	2	14	6	0	0	0	0	0	0	24	3.1%
5 Alternative Geometric Studies	0	0	4	22	0	0	0	0	16	34	0	78	9.8%
6 Geometric Studies	0	8	16	42	8	0	0	0	0	0	0	78	10.0%
7 Preliminary Environmental Site Assessment	0	2	6	2	0	0	0	0	0	0	0	18	1.3%
8 Drainage Studies	0	2	0	0	0	0	0	0	0	0	0	2	0.3%
9 Wetland Investigation	0	0	0	6	0	0	10	110	0	0	6	138	17.7%
10 Draft Project Development Report	0	4	26	42	8	2	0	2	0	2	4	90	11.5%
11 Agency Coordination	0	34	24	24	20	6	0	0	0	0	0	98	12.5%
12 Public Involvement	2	10	20	32	8	0	0	0	0	0	0	70	9.0%
13 Final Project Development Report	0	4	8	12	2	0	0	0	0	0	4	30	3.9%
14 Supervision, Administration & Project Coordination	0	82	6	6	6	6	6	0	0	6	6	104	13.4%
15 Sub-Total Hours	2	128	128	228	86	20	16	112	16	42	22	778	
16 % of Hours	0.3%	16.3%	16.3%	29.3%	10.9%	2.6%	2.1%	14.4%	2.1%	5.4%	2.8%	100.0%	
Total Cost	\$740	\$5,962	\$4,328	\$6,728	\$2,504	\$800	\$1,120	\$3,584	\$712	\$1,313	\$440		\$28,428
Multiplier*	2.48												\$72,870
Direct Costs (See Exhibit A-4)													\$2,544
Subconsultants (See Exhibit A-4)													\$33,338
													\$108,849

\* Multiplier = (DL + OH + FF)  
DL = Direct Labor  
OH = Overhead = 118.55%  
FF = Fixed Fee = 31.40%  
where FF = 14.5% (DL + OH) (1)

WORKHOUR ESTIMATE  
PHASE I ENGINEERING

Item No.	Task	Personnel & Hours											Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscape Architect	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin. Asst.		
1	1. Study Coordination and Data Collection A. Collect and Review previous studies and existing roadway plans. B. Obtain Land Use, public transit, zoning, school district, driveway permits, maps and plans. C. Obtain public and private utility releases. D. Obtain and review existing traffic signal timing and plans. E. Perform project area reconnaissance and prepare a photo log. F. Obtain recent aerial photography of study area at a scale of "1" = 50'. G. Prepare and process Environmental Survey request forms including ground level photos of all buildings 44 years old or older. H. Prepare Project Program Information (PPI) Form as per IDOT requirements I. Prepare Initial Coordination Meeting Data Form (ICR 22410) as per IDOT requirements. K. Prepare Initial Coordination Meeting Data Form (ICR 22410) as per IDOT requirements. Sub-total Item 1	0	2	14	13	8	0	0	0	0	0	6	42	100.0%
2	2. Field Survey Field Survey will be conducted by a subcontractor - Jorgensen & Associates, Inc. A. Development of project base streets. Include map with right-of-way, street names, property lines, addresses. B. Coordination with subcontractor. Sub-total Item 2	0	4	0	8	2	0	0	0	0	0	0	14	71.4%
3	3. Crash Analysis A. Collect 5 years of crash data. B. Tabulate data and plot collision diagrams. C. Prepare roadway crash analysis. D. Prepare roadway lighting warrant analysis. E. Perform pedestrian safety analysis to determine the levels of safety. F. Identify High Accident Locations. G. Evaluate safety improvement needs. Identify countermeasures and recommendations to increase safety for pedestrians and vehicles, and write crash analysis text. Sub-total Item 3	0	2	2	4	2	0	0	0	0	0	0	24	41.7%
4	4. Traffic Analysis A. Obtain 24-hr. traffic counts using video counting units (VCU's) at Lake/Elgin, Lake/Elgin Plaza, and Lake/Elgin Plaza. B. Prepare and process traffic analysis report. Determine A.M. and P.M. peak hours and peak hour volume and prepare traffic volume reports. C. Obtain 24-hour traffic volume from CH2M. D. Develop design hourly traffic volumes. E. Perform A.M. and P.M. 2050 No-build capacity analysis using HCM 2010 to establish a baseline for comparison to proposed alternatives. F. Perform A.M. and P.M. 2050 sub capacity analysis using HCM 2010 for all alternatives to determine level of operation. G. Prepare Intersection Design Studies at Lake/Elgin and Lake/Elgin Plaza to address the signal phasing, timing, and proposed geometric improvements. Sub-total Item 4	0	0	4	8	0	0	0	0	0	18	34	76	100.0%
					12								12	15.5%
					2				2				2	2.6%
					2				2				2	2.6%
									4				4	5.3%
										6			13	23.7%
										6			18	23.7%
					4				4				20	25.3%
					4				4				20	25.3%
					22								22	100.0%

U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study  
Village of Wilmette

WORKHOUR ESTIMATE  
PHASE I ENGINEERING

Item No.	Description	Department Head	Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscape Architect	St. Drainage Engineer	St. Traffic Engineer	Traffic Engineer	Admin. Asst.	Total Hours	% of Hours
5.5	Alameda Geometric Studies												
A.	Prepare detailed horizontal geometrics on topographic base sheets.		2	4	12							18	23.1%
B.	Obtain vertical roadway geometrics including preliminary analysis of proposed roadway cross sections for all alternatives.		2	4	12							18	23.1%
C.	Identify preliminary environmental impacts.			2	2							2	2.6%
D.	Design vehicle turning-temperatures will also be completed using AutoTURN software.			2	2							4	5.1%
E.	Analyze potential pedestrian and bicycle improvements supporting the Village's Complete Streets Policy and Master Bike and Pedestrian Transportation Plan.			2	2	8						12	15.4%
F.	Prepare plan and profile tables.		2	4	8							14	17.5%
G.	Submit detailed geometrics, traffic, crash data, and environmental impacts to Village, CODOT, and IDOT. Assumed these observations will be revised.		2	2	4						2	10	12.5%
	Sub-total Item 5	0	8	18	42	8	0	0	0	0	2	78	100.0%
5.6	Geotechnical Studies												
A.	Soils and Parameter Investigations will be conducted by a subconsultant - Midland Standard Engineering & Testing, Inc.												
B.	Perform soil borings and pavement cores (subconsultant).			2								0	0.0%
C.	Review Soils Report.		2	2	2							4	20.0%
D.	Coordinate with soils subconsultant.		2	2	2							4	40.0%
	Sub-total Item 6	0	4	6	4	0	0	0	0	0	0	10	100.0%
5.7	Preliminary Environmental Site Assessment												
A.	FEIS will be completed by a subconsultant - Huff & Huff		2									2	100.0%
	Sub-total Item 7	0	2	0	0	0	0	0	0	0	0	2	100.0%



U.S. Route 41 (Stokio Boulevard) and Lake Avenue Intersection Phase I Study  
Village of Wilmette

**WORK-HOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours										Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscapes Architect	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin. Asst.	
8	<b>Drainage Studies</b>												
	A. Obtain and review previous drainage studies, applicable permits, and documented drainage problems and complaints.								2				2 1.4%
	B. Prepare General Location Drainage Map.								2				2 1.4%
	C. Define outfalls and interpreted drainage divides.								4				4 2.9%
	D. Determine watershed divides and identify drainage features.								4				4 2.9%
	E. Identify drainage outlets and determine interpreted drainage divides.								8				8 5.8%
	F. Perform plan in hand field reconnaissance to review existing drainage conditions.								4				4 2.9%
	G. Develop Existing Drainage Plan sheets for the project study limits.								4				4 2.9%
	H. Submit Existing Drainage Plan (EDP) to the Village, IDOT, and CDDOT. Assumed the EDP will be revised up to three times prior to approval.				2				32				34 24.6%
	<b>Proposed Drainage Plan</b>												
	A. Develop and document design criteria for the proposed drainage design.								2			2	4.3%
	B. Address project complaints with the MWRD Watershed Management Ordinance.								2			2	1.4%
	C. Investigate potential green infrastructure features.						6		2			4	2.9%
	D. Develop recommended Proposed Drainage Plan for the project study limits.								2				2 1.4%
	E. Submit Proposed Drainage Plan (PDP) to the Village, IDOT, and CDDOT. It is assumed the PDP will be revised up to three times prior to approval.				2				32				34 24.6%
	<b>Technical Memorandum</b>												
	A. Prepare Need exhibit.								2			2	1.4%
	B. Write, proofread, and edit the Draft Technical Memorandum.								8				8 5.8%
	C. Print, bind and deliver Draft Technical Memorandum in paper and PDF. It is assumed that the Technical Memorandum will be revised up to three times prior to approval.				2				2				4 2.9%
	Sub-total Item 8	0	0	0	6	0	6	10	110	0	0	6	138 100.0%
9	<b>Hydroid Investigation</b>												
	A. Hydroid Study will be completed by a subconsultant - H&P and Puff												
	A. Coordinate with subconsultant.		2										
	Sub-total Item 9	0	2	0	0	0	0	0	0	0	0	0	2 100.0%
10	<b>Draft Project Development Report</b>												
	A. Prepare report exhibit, including a location map, a land use exhibit, existing and proposed physical sections, and maintenance of traffic exhibit.				8	4							12 8.8%
	B. Prepare construction cost estimates for proposed improvements. Reviewed by Phase II staff.		4	16			2		2				28 20.0%
	C. Write, proofread, and edit Draft Project Development Report.			8	32	4							44 32.0%
	D. Print, bind and deliver Draft Project Development Report.			2									2 1.5%
	Sub-total Item 10	0	4	26	42	8	2	0	2	0	2	4	84 100.0%
11	<b>Agency Coordination</b>												
	A. Kick-off meeting with Village, CDDOT, and IDOT		8	8	8	8							32 23.5%
	B. 2017/18/19 Coordination Meeting.		4	4	4								16 11.8%
	C. Regular coordination meetings with Village and other agencies. Assume two meetings with agencies including CDDOT and PACE.		12	12	12	12	6						54 39.5%
	Sub-total Item 11	0	24	24	24	20	6	0	0	0	0	0	88 100.0%

**U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study**  
**Village of Wilmette**

**WORKHOUR ESTIMATE**  
**PHASE I ENGINEERING**

Item No.	Task	Personnel & Hours										Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscape Architect	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin. Asst.	
12	Public Involvement												
	A. Develop public survey, gather input, and send to the Village.		2	2		2							6
	B. Public Information Meeting (Assume one meeting)												0
	1. Preparation of public meeting newspaper advertisements		2	2	2								6
	2. Preparation of public meeting brochure, comment forms and sign-in sheets.		2	4	20								26
	3. Preparation of public meeting exhibits.		2	4	4								10
	4. Dry run with Village staff.		2	2	2								6
	5. Revisions to presentation materials based on dry run.		2	4	2								8
	6. Attendance at public meeting.		2	2	2								6
	7. Preparation of meeting summary and disposition of comments.		2	10	20	32	0	0	0	0	0	0	64
13	Final Project Development Report												
	A. Revise Draft Project Development Report exhibits.		2	4	4	2							12
	B. Revise construction cost estimates for improvements.		2	4	4								10
	C. Revise Draft Project Development Report, proofread and edit.		2	4	4								10
	D. Print, bind and deliver final PDR Report.		4	8	12	2	0	0	0	0	0	4	30
14	Supervision, Administration & Project Coordination												
	A. Project setup, monthly invoicing, status reports & schedule monitoring.		16										16
	B. Client Coordination.		40										40
	C. In-house coordination meetings.		6	6	6	6	6	6	6	6	6	6	48
	Subtotal Item 14	0	62	16	6	8	6	6	6	6	6	6	104
	Total Hours	2	126	128	228	66	20	16	112	16	42	22	778
	% of Hours	0.3%	16.2%	16.5%	29.3%	8.5%	2.6%	2.1%	14.4%	2.1%	5.6%	2.8%	100.0%

**U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study  
Village of Wilmette**

**PHASE I ENGINEERING  
DIRECT COSTS AND SUBCONSULTANT SERVICES**

			Direct Cost	Subconsultant Expense
<b>Item 1</b>	<b>Early Coordination and Data Collection</b>			
<b>Mileage</b>				
	1 trips @	42 miles @	\$0.545	\$22.89
<b>Item 2</b>	<b>Field Survey</b>			
	Subconsultant Expense - Jorgensen and Associates, Inc. See Attachment B			\$17,459.71
<b>Item 4</b>	<b>Traffic Analysis</b>			
	Video Count Data Reduction	3 locations x \$350 each	\$1,050.00	
<b>Mileage</b>				
	3 trips @	42 miles @	\$0.545	\$68.67
<b>Item 5</b>	<b>Alternate Geometric Studies</b>			
	<b>Printing (Assume 4 copies)</b>			
	10 sheets @	\$0.50		\$5.00
	40 sheets @	\$0.15		\$6.00
<b>Item 6</b>	<b>Geotechnical Studies</b>			
	Subconsultant Expense - Midland Standard Engineering and Testing, Inc. See Attachment C			\$6,700.00
<b>Item 7</b>	<b>Preliminary Environmental Site Assessment</b>			
	Subconsultant Expense - Huff & Huff, Inc. See Attachment D			\$7,584.06
<b>Item 8</b>	<b>Drainage Studies</b>			
	<b>Printing (Assume 3 copies)</b>			
	Existing Drainage Plan			
	10 sheets @	\$0.50		\$5.00
	Proposed Drainage Plan			
	10 sheets @	\$0.50		\$5.00
	Technical Memorandum			
	15 sheets @	\$0.50		\$7.50
	60 sheets @	\$0.15		\$9.00

**U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study  
Village of Wilmette**

**PHASE I ENGINEERING  
DIRECT COSTS AND SUBCONSULTANT SERVICES**

	Direct Cost	Subconsultant Expense
<b>Item 9: Wetland Investigation</b>		
Subconsultant Expense - Huff & Huff, Inc. See Attachment D		\$1,591.21
<b>Item 10: Draft Project Development Report</b>		
Printing (Assume 4 copies)		
50 sheets @ \$0.50	\$25.00	
200 sheets @ \$0.15	\$30.00	
<b>Item 11: Agency Coordination</b>		
Mileage		
2 trips @ 42 miles @ \$0.545	\$45.78	
2 trips @ 20 miles @ \$0.545	\$21.80	
4 trips @ 30 miles @ \$0.545	\$65.40	
<b>Item 12: Public Involvement</b>		
Mileage		
3 trips @ 24 miles @ \$0.545	\$39.24	
Court Reporter		
1 Lump Sum \$500.00	\$500.00	
Printing		
150 sheets @ \$0.25	\$37.50	
Legal Notices		
2 each \$250.00	\$500.00	
<b>Item 13: Final Project Development Report</b>		
Printing (Assume 6 copies)		
75 sheets @ \$0.50	\$37.50	
250 sheets @ \$0.15	\$37.50	
Delivery		
1 package @ \$25.00	\$25.00	
<b>TOTAL:</b>	<b>\$2,544</b>	<b>\$33,335</b>

**Attachment B**

Sub-Consultant Scope of Services and Fee Estimate

Field Survey

Jorgensen and Associates, Inc.



**JORGENSEN & ASSOCIATES, INC.**  
**LAND SURVEYORS**  
*Est. 1990*

---

August 29, 2018

Mr. Joel E. Christell, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

Re: Village of Wilmette – Lake Avenue & Skokie Boulevard Survey Proposal

Dear Mr. Christell:

Enclosed, please find our proposal to prepare a topographic survey for the referenced project. Our proposal is based on your email of August 27<sup>th</sup> and our telephone conversation.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.,

Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\Civiltech\Wilmette\Lake Ave\Letter

Route: Lake Avenue & Skokie Boulevard  
Section:  
County: Cook  
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	<u>37.83%</u>
Total Payroll Burden & Fringe Costs	73.76%

Route: Lake Avenue & Skokie Boulevard  
Section:  
County: Cook  
Job No.:

**Exhibit "B"**

**Overhead and Indirect Costs**

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	<u>(1.33%)</u>
 Total Overhead	 80.81%



# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Jorgensen & Associates, Inc.	DATE	08/29/18
PRIME/SUPPLEMENT	Prime	PTB NO.	
		OVERHEAD RATE	154.57%
		COMPLEXITY FACTOR	0.00%
		% OF RAISE	

## ESCALATION PER YEAR

9/1/2018 - 3/1/2019	3/2/2019 - 9/1/2019		
8	8		
12	12		

= 50.00%  
= 1.0000  
The total escalation for this project would be: 0.00%



FIRM	DATE
Jorgensen & Associates, Inc.	08/29/18
PSB	
PRIME/SUPPLEMENT	
OVERHEAD RATE	1.5457
COMPLEXITY FACTOR	0
Prime	

[illegible]

Bureau of Design and Environment (Rev. 05/08/15)

<b>FIRM</b>	<b>Jorgensen &amp; Associates, Inc.</b>
<b>PSB</b>	<b>Prime</b>
<b>PRIME/SUPPLEMENT</b>	

**SHEET 1 OF 2**

[illegible]

**FIRM** Jorgensen & Associates, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

SSA

08/29/18

2 OF 2

Bureau of Design and  
Environment (Rev. 05/08/15)

Printed 8/29/2018

Route: Lake Avenue & Skokie Boulevard  
Section:  
County: Cook  
Job No.:

**Manhour Breakdown  
Topographic Survey Estimate**

Lake Avenue	$\pm 1,250' = \pm 0.237 \text{ mile}$
Skokie Boulevard	$\pm 1,000' = \pm 0.189 \text{ mile}$
Total Length	$\pm 2,250' = \pm 0.426 \text{ mile}$

1. Field – Topographic Survey

a. Measure traverse, level circuit & G.P.S. survey 7 hours x 2 men =	14 MH
b. Locate existing R.O.W. line occupation 17 hours x 2 men =	34 MH
c. Locate existing topography 43 hours x 2 men =	<u>86 MH</u>
Sub-total Item #1	134 MH

2. Office - Compile Field Data

a. Compute traverse, level circuit & G.P.S. survey 3 hours x 1 man =	3 MH
b. Compute existing R.O.W. lines 16 hours x 1 man =	16 MH
c. Edit & compile field data 5 hours x 1 man =	<u>5 MH</u>
Sub-total Item #2	24 MH

3. Office - Create Existing Topography Base File		
a. Layout and drafting existing topography		
20 hours x 1 man =		20 MH
4. Office - Create T.I.N. & Contours		
a. Compute contours		
4 hours x 1 man =		4 MH
5. QC/QA		
a. Check topographic survey		
11 hours x 1 man =		11 MH
b. Check contours		
1 hours x 1 man =		<u>1 MH</u>
	Sub-total Item #5	12 MH
6. Coordination Meetings		
1 meeting @ 2 hours =		<u>2 MH</u>
	Total All Items	196 MH

Route: Lake Avenue & Skokie Boulevard  
Section:  
County: Cook  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Field - Topographic Survey

a. Trips to project site - 9 ea.  
 $\pm 70$  miles/trip x 9 trips =  $\pm 630$  miles  
 $\pm 630$  miles @ \$0.54/mile = \$ 340.20

2. Office -- Compile Field Data

a. Plats of Subdivision from Recorder's Office \$ 560.00

5. Coordination Meetings

a. Meetings at Civiltech's office - 1 ea.  
 $\pm 70$  miles/trip x 1 trip =  $\pm 70$  miles  
 $\pm 70$  miles @ \$0.54/mile = \$ 37.80

Total All Items \$ 938.00



**Attachment C**

**Sub-Consultant Scope of Services and Fee Estimate**

**Geotechnical Investigations**

**Midland Standard Engineering and Testing, Inc.**

MIDLAND STANDARD ENGINEERING TESTING, INC.  
558 PLATE DRIVE UNIT 6  
EAST DUNDEE, ILLINOIS 60118  
(847) 844-1895 fax (847) 844-3875

To: Mr. Joel E. Christell, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place Suite 1400  
Itasca, Illinois 60143

### COST ESTIMATE

DATE  
August 28, 2018

Pavement cores along each leg of the Intersection at Lake Street and Skokie Boulevard in Wilmette, Illinois. A total of four (4) cores are anticipated to determine the existing pavement section to be overlaid. Two (2) borings to a depth of 10 feet are planned in the median and sidewalk area for consideration of permeable surface for infiltration.

ITEM	UNIT PRICE	EST. QTY for P.O.	COST EXTENSION
<b>ADMINISTRATIVE SERVICES</b>			
IDOT Permits, Project Engineer, per hr	\$100.00	4	\$400.00
ADMINISTRATIVE SERVICES SUBTOTAL			\$400.00
<b>FIELD SERVICES</b>			
Mobilization of Core Rig, each	\$250.00	1	\$250.00
Pavement Core and Base Probe, each	\$200.00	4	\$800.00
Traffic Control, Road Closure	\$1,200.00	1	\$1,200.00
Mobilization of Drill Rig, each	\$400.00	1	\$400.00
Drilling & Sampling, per hour	\$300.00	4	\$1,200.00
Traffic Control, per day	\$600.00	1	\$600.00
FIELD SERVICES SUBTOTAL			\$4,450.00
<b>LABORATORY SERVICES</b>			
Grain Size Analysis, each	\$75.00	2	\$150.00
LABORATORY SERVICES TOTAL			\$150.00
<b>ENGINEERING SERVICES</b>			
Layout & Utility Clearance, per hr	\$95.00	8	\$760.00
Staff Engineer, per hour	\$95.00	2	\$190.00
Core Logs, Boring Logs & Summary Report, lump sum	\$750.00	1	\$750.00
ENGINEERING SERVICES SUBTOTAL			\$1,700.00
<b>TOTAL</b>			<b>\$6,700.00</b>

**Attachment D**

**Sub-Consultant Scope of Services and Fee Estimate**

**Wetland Delineations and Impact Evaluations**

**Huff and Huff, Inc.**



A Subsidiary of GZA

GEOTECHNICAL  
ENVIRONMENTAL  
ECOLOGICAL  
WATER  
CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9300  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com



August 29, 2018

via email: [jchristell@civilttechinc.com](mailto:jchristell@civilttechinc.com)

Mr. Joel E. Christell, P.E.  
Project Manager  
Civiltech Engineering, Inc.  
Two Pierce Place  
Itasca, Illinois 60143

**Re: Environmental Services: US 41 (Skokie Blvd) and Lake Avenue Intersection  
Wilmette, Cook County, Illinois  
Proposal No. 81.PT00089.19**

Dear Mr. Christell:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc., is pleased to submit this proposal to Civiltech Engineering, Inc. (Client) to conduct Phase I Environmental services for the U.S. Route 41 (US 41) and Lake Avenue Intersection Improvements Project in Wilmette, including Preliminary Environmental Site Assessment (PESA) and wetland screening services. This proposal presents our project approach, scope of services, cost, and schedule for completing the project.

## **1. SCOPE OF SERVICES**

### **Task 1 – Preliminary Environmental Site Assessment (PESA)**

H&H will conduct a PESA for the local roads portions of the project corridor. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012);
- ASTM International (ASTM) standard 1527-13 ;
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012;
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013;
- Public Act 96-1416; and
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

### **A. Historical Research**

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.



## **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties will also be evaluated in accordance with ASTM protocols.

## **C. Records Review**

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

## **D. Report Preparation**

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description;
- b) Historical uses of corridor;
- c) The area geology and hydrology;
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- e) An analysis of the site inspection; and
- f) A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management and in general conformation with IDOT memorandums.

## **Task 2 – Wetland / WOUS Screening**

Due to the land development within the project vicinity, and consistent with the National Wetlands Inventory Map, there do not appear to be wetland resources within the project limits. Natural resources on this project are generally limited to parkway trees that have been planted along Lake Avenue and US 41 within a developed, commercial setting. No constructed stormwater ditches appear to exist within the project limits.

Because of the potential lack of water resources within the project limits, H&H will screen the project area for potential wetlands and open water limits. The following records/documents will be reviewed prior to conducting the field investigation:

- U.S. Geological Survey (USGS) Topographic Maps;
- Cook County Soil Survey;
- Hydric Soils of the United States;
- National Wetlands Inventory (NWI) Maps;
- Cook County Flood Insurance Rate Maps (FIRM);
- USGS Hydrologic Atlas; and
- Previous Environmental Reports (if available).



The entire area within the proposed project limits will be investigated for potential wetlands or environmentally sensitive resources. If no wetlands are identified, H&H will summarize the findings in a memorandum and the location of the nearest WOUS will be documented in the memo to determine the buffer distance for the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) Watershed Management Ordinance (WMO).

Please note, if the fieldwork is conducted outside the growing season (April 15<sup>th</sup> to October 15<sup>th</sup>) an additional site visit may be required. The scope does not include time for an additional site visit and a supplement will be needed if an additional site visit is required.

### **Task 3 – Wetland / Surface Water Summary Memorandum**

A wetland/surface water summary letter will be prepared summarizing the findings of the fieldwork, with necessary documentation of the field investigation. Specific items to be included are as follows, if necessary:

- Map showing the wetland boundaries and project boundaries;
- Aerial photograph with the appropriate limits of delineated wetlands;
- USACE data sheets with color photos;
- Written description of wetland functional classification;
- Floristic Quality Index Rating assessment;
- Minimization of impacts;
- Mitigation options;
- Jurisdictional Summary Table; and
- Identification of 303(d) impaired waterways.

An opinion will be given as to whether the project will require a Section 404 permit from the USACE. If wetlands or surface waters are present within the project limits, a formal delineation of wetlands will be required in accordance with the Chicago District, U.S. Army Corps of Engineers (USACE) regulations and the MWRDGC WMO, prior to permitting any wetland impacts. In the Chicago District, the wetland delineation report must include a floristic quality assessment. Any impacts to wetlands will require permits; however, we do not currently anticipate any wetlands or impacts. H&H will provide Client with PDF draft and final Wetland/Surface Waters Investigation summary letters, and any shape files developed. USACE and MWRDGC permitting is not included in this scope of services.

### **Task 4 – Project Management**

Time under this task includes project administration and management activities that include: cost and schedule tracking; coordination with Client on authorized activities; memo production and other in-house management activities; and project closeout.

### **Task 5 – QA/QC**

Time under this task includes QA/QC time for the reports as described above.

## **2. LEVEL OF EFFORT AND SCHEDULE**

The fee for the currently proposed scope of services is included on the attached IDOT cost plus fixed fee (CPFF) worksheets. PESA work will commence within 5 business days of project approval, with a target completion date of 4 weeks from the date of approval. The wetland screening work will commence during the 2018 growing season and anticipate completion



of the summary letter within 4 weeks of field work. If an expedited schedule is necessary, H&H will coordinate with Client to establish a schedule that is appropriate for the project needs.

### CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

### 3. ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,  
Huff & Huff, Inc.

Baron H. Stuedemann, P.E., P.W.S.  
Associate Principal  
Attachments: Terms and Conditions

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

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

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

Printed/Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



## **TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **Including Site Investigation, Remediation, Geotechnical, Construction, And Testing**

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

- 1. Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
- 2. Standard of Care; Warranties.**
  - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 3. Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
- 4. Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;





- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
  - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.



11. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
12. **Changed Conditions.**
  - a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
  - c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
13. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
14. **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
15. **Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.
16. **Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.
17. **Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.



**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



FIRM NAME  
PRIME/SUPPLEMENT

Huff & Huff, Inc.  
Civiltech Engineering, Inc.

Payroll Escalation Table  
Fixed Raises

DATE 8/29/2018  
PTB NO. \_\_\_\_\_  
OVERHEAD RATE 186.64%  
COMPLEXITY FACTOR 0  
% OF RAISE 3.00%

6 MONTHS  
9/1/2018  
3/1/2019

CONTRACT TERM  
START DATE  
RAISE DATE

ESCALATION PER YEAR

9/1/2018 - 3/1/2019

6

= 100.00%  
= 1.0000

The total escalation for this project would be:

0.00%



**Illinois Department  
of Transportation**

**Payroll Rates**

**FIRM NAME**  
**PRIME/SUPPLEMENT**  
**PTB NO.**

Huff & Huff, Inc.  
Civiltech Engineering, Inc.

**DATE** 8/29/2018

**ESCALATION FACTOR**

**0.00%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$59.58	\$59.58
Senior Consultant	\$67.18	\$67.18
Senior Geotechnical Consultant	\$62.87	\$62.87
Senior Project Manager III	\$60.00	\$60.00
Senior Project Manager II	\$45.72	\$45.72
Senior Landscape Architect	\$52.11	\$52.11
Senior Planning PM	\$49.90	\$49.90
Senior Geologist PM	\$43.33	\$43.33
Senior Technical Specialist	\$44.64	\$44.64
Senior Scientist PM II	\$46.14	\$46.14
Senior Scientist PM I	\$39.45	\$39.45
Senior Technical Scientist	\$36.94	\$36.94
Senior CADD Specialist	\$33.75	\$33.75
Scientist PM	\$42.25	\$42.25
Engineer PM II	\$42.24	\$42.24
Engineer PM I	\$36.18	\$36.18
Planning PM	\$35.15	\$35.15
Architect PM	\$37.54	\$37.54
Assistant PM Engineer II	\$39.02	\$39.02
Assistant PM Engineer I	\$34.74	\$34.74
Assistant PM Scientist	\$27.99	\$27.99
Engineer I	\$34.13	\$34.13
Scientist EI	\$26.98	\$26.98
Scientist E2	\$23.17	\$23.17
Administrative Managers	\$40.57	\$40.57
Senior Administrative Assistant	\$27.89	\$27.89
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



**Cost Estimate of  
Consultant Services  
(CPFF)**

Firm Huff &amp; Huff, Inc.

Date 8/29/2018

Route U.S. 41 at Lake Avenue

Overhead Rate 186.64%

County	Cook
--------	------

Complexity Factor 0

**PTB & Item**

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PESA	43	1,535.36	2,865.60	68.90	648.13	300.00	0.00	5,417.99	59.05%
Wetland/WOUS Screening	3	110.82	206.83	47.15	52.90	0.00	0.00	417.70	4.55%
Wetland/WOUS Memo	10	347.59	648.74	11.10	146.08	20.00	0.00	1,173.51	12.79%
Project Management	7	291.67	544.37	0.00	121.23	0.00	0.00	957.27	10.43%
QA/QC	7	368.31	687.41	0.00	153.08	0.00	0.00	1,208.80	13.17%
TOTALS	70	2,653.75	4,952.96	127.15	1,121.41	320.00	0.00	9,175.27	100.00%

Cost Plus Fixed Fee 1	<input checked="" type="checkbox"/>	14.5%[DL + R(DL) + OH(DL) ÷ IHDC]		
Cost Plus Fixed Fee 2	<input type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) ÷ IHDC]		
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.3 + R)DL ÷ IHDC]		

Specific Rate  
Lump Sum

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# Average Hourly Project Rates

U.S. 41 at Lake Avenue

Route	U.S. 41 at Lake Avenue
Section	
County	Cook
Job No.	
PTB/Item	

Consultant Huff & Huff, Inc.

Date 8/29/2018

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PESA			Wetland/WOUS Screening			Wetland/WOUS Memo			Project Management			QA/QC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	59.58	4	5.71%	3.40															
Senior Consultant	67.18	0																	
Senior Geotechnical Consultant	62.87	0																	
Senior Project Manager III	60.00	0																	
Senior Project Manager II	45.72	0																	
Senior Landscape Architect	52.11	0																	
Senior Planning PM	49.90	0																	
Senior Geologist PM	43.33	7	10.00%	4.33															
Senior Technical Specialist	44.64	0																	
Senior Scientist PM II	46.14	0																	
Senior Scientist PM I	39.45	3	4.29%	1.69															
Senior Technical Scientist	36.94	8	11.43%	4.22															
Senior CADD Specialist	33.75	7	10.00%	3.38															
Scientist PM	42.25	0																	
Engineer PM II	42.24	0																	
Engineer PM I	36.18	0																	
Planning PM	35.15	0																	
Architect PM	37.54	0																	
Assistant PM Engineer II	39.02	12	17.14%	6.69															
Assistant PM Engineer I	34.74	27	38.57%	13.40															
Assistant PM Scientist	27.99	0																	
Engineer I	34.13	0																	
Scientist EI	26.98	0																	
Scientist E2	23.17	0																	
Administrative Managers	40.57	0																	
Senior Administrative Assistant	27.89	2	2.86%	0.80															
		0																	
TOTALS		70	100%	\$37.91	43	100%	\$35.71	3	100%	\$36.94	10	100%	\$34.76	7	100%	\$41.67	7	100%	\$52.62



# Average Hourly Project Rates

Route U.S. 41 at Lake Avenue

Section	
County	Cook
Job No.	
PTB/Item	

Consultant Huff & Huff, Inc.

Date 8/29/2018

Sheet 2 OF 1

Payroll	Avg	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
Classification	Hourly Rates	Part.	Part.	Avg	Part.	Part.	Avg	Part.	Part.	Avg	Part.	Part.	Avg	Part.	Part.	Avg
Senior Principal	70.00															
Principal	70.00															
Associate Principal II	70.00															
Associate Principal I	59.58															
Senior Consultant	67.18															
Senior Geotechnical Consultant	62.87															
Senior Project Manager III	60.00															
Senior Project Manager II	45.72															
Senior Landscape Architect	52.11															
Senior Planning PM	49.90															
Senior Geologist PM	43.33															
Senior Technical Specialist	44.64															
Senior Scientist PM II	46.14															
Senior Scientist PM I	38.45															
Senior Technical Scientist	36.94															
Senior CADD Specialist	33.75															
Scientist PM	42.25															
Engineer PM II	42.24															
Engineer PM I	36.18															
Planning PM	35.15															
Architect PM	37.54															
Assistant PM Engineer II	39.02															
Assistant PM Engineer I	34.74															
Assistant PM Scientist	27.99															
Engineer I	34.13															
Scientist EI	26.98															
Scientist E2	23.17															
Administrative Managers	40.67															
Senior Administrative Assistant	27.89															
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00





# Average Hourly Project Rates

U.S. 41 at Lake Avenue

Route  
Section  
County  
Job No.  
PTB/Item

Consultant Huff & Huff, Inc.

Date 8/29/2018

Sheet 3 OF 1

Payroll	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00															
Principal	70.00															
Associate Principal II	70.00															
Associate Principal I	59.58															
Senior Consultant	67.18															
Senior Geotechnical Consultant	62.87															
Senior Project Manager III	60.00															
Senior Project Manager II	45.72															
Senior Landscape Architect	52.11															
Senior Planning PM	49.90															
Senior Geologist PM	43.33															
Senior Technical Specialist	44.64															
Senior Scientist PM II	48.14															
Senior Scientist PM I	39.45															
Senior Technical Scientist	36.94															
Senior CADD Specialist	33.75															
Scientist PM	42.25															
Engineer PM II	42.24															
Engineer PM I	36.18															
Planning PM	35.15															
Architect PM	37.54															
Assistant PM Engineer II	39.02															
Assistant PM Engineer I	34.74															
Assistant PM Scientist	27.99															
Engineer I	34.13															
Scientist EI	26.96															
Scientist E2	23.17															
Administrative Managers	40.57															
Senior Administrative Assistant	27.89															
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



# Average Hourly Project Rates

Route U.S. 41 at Lake Avenue  
Section  
County Cook  
Job No.  
PTB/Item

Consultant Huff & Huff, Inc.

Date 8/29/2018

Sheet 4 OF 1

Payroll Classification	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Senior Principal	70.00															
Principal	70.00															
Associate Principal II	70.00															
Associate Principal I	59.58															
Senior Consultant	67.18															
Senior Geotechnical Consultant	62.87															
Senior Project Manager III	60.00															
Senior Project Manager II	45.72															
Senior Landscape Architect	52.11															
Senior Planning PM	49.50															
Senior Geologist PM	43.33															
Senior Technical Specialist	44.84															
Senior Scientist PM II	46.14															
Senior Scientist PM I	39.45															
Senior Technical Scientist	36.94															
Senior CADD Specialist	33.75															
Scientist PM	42.25															
Engineer PM II	42.24															
Engineer PM I	36.18															
Planning PM	35.15															
Architect PM	37.54															
Assistant PM Engineer II	39.02															
Assistant PM Engineer I	34.74															
Assistant PM Scientist	27.99															
Engineer I	34.13															
Scientist E1	26.98															
Scientist E2	23.17															
Administrative Managers	40.57															
Senior Administrative Assistant	27.89															
TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00



# Average Hourly Project Rates

Route U.S. 41 at Lake Avenue  
Section \_\_\_\_\_  
County Cook  
Job No. \_\_\_\_\_  
PTB/Item \_\_\_\_\_

Consultant Huff & Huff, Inc.

Date 8/29/2018

Sheet 5 OF 1

Payroll	Classification	Avg Hourly Rates	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
	Senior Principal	70.00															
	Principal	70.00															
	Associate Principal II	70.00															
	Associate Principal I	59.58															
	Senior Consultant	67.16															
	Senior Geotechnical Consultant	62.87															
	Senior Project Manager III	60.00															
	Senior Project Manager II	45.72															
	Senior Landscape Architect	52.11															
	Senior Planning PM	49.90															
	Senior Geologist PM	43.33															
	Senior Technical Specialist	44.64															
	Senior Scientist PM II	46.14															
	Senior Scientist PM I	39.45															
	Senior Technical Scientist	36.94															
	Senior CADD Specialist	33.75															
	Scientist PM	42.25															
	Engineer PM II	42.24															
	Engineer PM I	36.18															
	Planning PM	35.15															
	Architect PM	37.54															
	Assistant PM Engineer II	39.02															
	Assistant PM Engineer I	34.74															
	Assistant PM Scientist	27.99															
	Engineer I	34.13															
	Scientist E1	26.98															
	Scientist E2	23.17															
	Administrative Managers	40.57															
	Senior Administrative Assistant	27.89															
	TOTALS		0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**

Project: Civiltech, Wilmette U.S. 41 at Lake Avenue

**DIRECT**

**Task 01 - PESA**

Trips - Company	70 miles	x	1 x	\$ 0.545	=	\$ 38.15
Tolls	1 ea	x	6 x	1.50	=	\$ 9.00
Reproduction	3 sets	x	150 x	\$ 0.03	=	\$ 13.50
Color copies	3 sets	x	25 x	\$ 0.11	=	\$ 8.25
<b>Task Total</b>						<b>\$ 68.90</b>

**Task 02 - Wetland/WOUS Screening**

Trips - Company	70 miles	x	1 x	\$ 0.545	=	\$ 38.15
Tolls	1 ea	x	6 x	\$ 1.50	=	\$ 9.00
<b>Task Total</b>						<b>\$ 47.15</b>

**Task 03 - Wetland/WOUS Memo**

Reproduction	3 sets	x	50 x	\$ 0.03	=	\$ 4.50
Color copies	3 sets	x	20 x	\$ 0.11	=	\$ 6.60
<b>Task Total</b>						<b>\$ 11.10</b>

**Task 04 - Project Management**

<b>Task Total</b>	<b>\$</b>	<b>-</b>
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**Task 05 - QAQC**

<b>Task Total</b>	<b>\$</b>	<b>-</b>
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**GRAND TOTAL      \$    127.15**

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**  
Project: Civiltech, Wilmette U.S. 41 at Lake Avenue

**OUTSIDE**

**Task 01 - PESA**

Records Search Package

$$1 \times \$ 300.00 = \$ 300.00$$

---

**Task Total      \$      300.00**

**Task 02 - Wetland/WOUS Screening**

---

**Task Total      \$      -**

**Task 03 - Wetland/WOUS Memo**

Federal Express

$$1 \times \$ 20.00 = \$ 20.00$$

---

**Task Total      \$      20.00**

**Task 04 - Project Management**

---

**Task Total      \$      -**

**Task 05 - QAQC**

---

**Task Total      \$      -**

---

**GRAND TOTAL      \$      320.00**

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
 Project: Civiltech, Wilmette U.S. 41 at Lake Avenue

**OUTSIDE**

**Task 01 - PESA**

	0 x	\$	-	=	\$	-
		<b>Task Total</b>			\$	-

**Task 02 - Wetland/WOUS Screening**

	0 x	\$	-	=	\$	-
		<b>Task Total</b>			\$	-

**Task 03 - Wetland/WOUS Memo**

	0 x	\$	-	=	\$	-
		<b>Task Total</b>			\$	-

**Task 04 - Project Management**

	0 x			=	\$	-
		<b>Task Total</b>			\$	-

**Task 05 - QAQC**

	0 x	\$	-	=	\$	-
		<b>Task Total</b>			\$	-

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	<b>GRAND TOTAL</b>	\$	-
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**U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection  
Phase I Study  
Village of Wilmette**

**I. Scope of Services – Water Main Topographic Survey, Placemaking and Gateway Concepts**

**Item 1 – Topographic Survey** – As part of the intersection improvement, topographic survey information and other associated tasks will be completed. The Village intends to replace the water main within the project area as part of the project, but as a non-participating item. Therefore, this item will include time necessary to locate the water main in the field from the eastern terminus of the intersection improvement through and including the intersection of Lake Avenue and Hibbard Road. The tasks for this item will be conducted as part of the intersection improvement survey, but paid for with Village funds only.

A surveying subconsultant will perform the above tasks. We propose to use Jorgensen and Associates, Inc. as a subconsultant to perform the field survey. A copy of their proposal is included in Attachment B.

**Item 2 – Placemaking and Gateway Concepts** – This item will include the following tasks:

- Review proposed roadway geometry and determine opportunities for gateway placement and overall size/form.
- Develop three initial concepts for gateway designs to be used for further evaluation and feasibility. These concepts would include plan and section views as well as 3D renderings suitable for presentation and inclusion in Task 11.
- Develop initial cost estimates for gateway concepts.

**Attachment A**

**Cost Estimate of Consultant Services**



COST ESTIMATE OF CONSULTANT SERVICES  
PHASE I ENGINEERING - VILLAGE ONLY

Task	Department Head	Personnel & Hours								Admin. Asst.	Total Hours	% of Hours	Labor Cost
		Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscape Architect	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer			
1 Topographic Survey	\$70.00	\$55.25	\$38.50	\$29.50	\$44.00	\$36.00	\$76.00	\$32.00	\$44.50	\$11.25	\$20.00		
2 Placemaking and Gateway Concepts													
Sub-Total		0	0	0	0	0	0	0	0	0	0	44	100.0%
% of Hours		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	44	100.0%
Total Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$1,320
Multiplier	2.43												\$3,273
Direct Costs (See Exhibit A-4)													\$0
Subcontractors (See Exhibit A-4)													\$8,188
													\$9,486
Total Engineering Cost:													

\* Multiplier = (DL + OH + FF)  
DL = Direct Labor  
OH = Overhead = 116.55%  
FF = Fixed Fee = 31.40%  
where FF = 14.5%(DL + OH(DL))

U.S. Route 41 (Stokke Boulevard) and Lake Avenue Intersection Phase I Study  
Village of Winnetka

WORKHOUR ESTIMATE  
PHASE I ENGINEERING - VILLAGE ONLY

Item No.	Task	Personnel & Hours										Total Hours	% of Hours
		Department Head	Project Manager	Project Engineer	Design Engineer	Transportation Planner	Landscape Architect	Sr. Drainage Engineer	Drainage Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin. Asst.	
1	Topographic Survey Field Survey will be completed by a subcontractor - Jorgensen & Associates, Inc.												
2	Placement and Gateway Concepts Review proposed roadway geometry and determine opportunities for gateway placement and overall streetform.						4						4
A.	Develop three initial concepts for gateway design to be used for further evaluation and feasibility. These concepts would include plan and section views as well as 3D renderings suitable for presentation and inclusion at a public meeting.						36						36
B.	Develop initial cost estimates for gateway design concepts.						4						4
	Sub-total Item 2	0	0	0	0	0	44	0	0	0	0	0	44
Total Hours:		0	0	0	0	0	44	0	0	0	0	0	44
% of Hours:		0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

**U.S. Route 41 (Skokie Boulevard) and Lake Avenue Intersection Phase I Study  
Village of Wilmette**

**PHASE I ENGINEERING  
DIRECT COSTS AND SUBCONSULTANT SERVICES - VILLAGE ONLY**

	Direct Cost	Subconsultant Expense
<b>Item 1      Topographic Survey</b>		
Subconsultant Expense - Jorgensen and Associates, Inc. See Attachment B		\$6,193.38
<b>TOTAL:</b>	<b>\$0</b>	<b>\$6,193.38</b>

**Attachment B**

**Sub-Consultant Scope of Services and Fee Estimate**

**Field Survey**

**Jorgensen and Associates, Inc.**



**JORGENSEN & ASSOCIATES, INC.**  
**LAND SURVEYORS**  
*Est. 1990*

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September 11, 2018

Mr. Joel E. Christell, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143


Re: Village of Wilmette -- Lake Avenue & Hibbard Road Water Main Replacement  
Survey Proposal

Dear Mr. Christell:

Enclosed, please find our revised proposal to prepare a topographic survey for the referenced project. Our proposal is based on your email of August 27<sup>th</sup> and our telephone conversations.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,  
Jorgensen & Associates, Inc.

  
Christian H. Jorgensen, P.L.S.  
President

CHJ/pt

Enclosures

E:\Civiltech\Wilmette\Hibbard Rd\Revised\Letter

Route: Lake Avenue & Hibbard Road  
Section:  
County: Cook  
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	37.83%
Total Payroll Burden & Fringe Costs	73.76%

Route: Lake Avenue & Hibbard Road  
Section:  
County: Cook  
Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	(1.33%)
Total Overhead	80.81%

# PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Jorgensen & Associates, Inc.	DATE	09/11/18
PRIME/SUPPLEMENT	Prime	PTB NO.	
CONTRACT TERM	12 MONTHS	OVERHEAD RATE	154.57%
START DATE	9/1/2018	COMPLEXITY FACTOR	
RAISE DATE	3/1/2019	% OF RAISE	8.00%

## ESCALATION PER YEAR

9/1/2018 - 3/1/2019	3/2/2018 - 9/1/2019		
6	6		
12	12		

= 50.00%

= 50.00%

The total escalation for this project would be:

0.00%



**Jorgensen & Associates DATE**

PRIME/SUPPLEMENT

## Prime

09/11/18

0.00%

[illegible]

FIRM	Jorgensen & Associates, Inc.	DATE	09/11/18
PSB		OVERHEAD RATE	1.5457
PRIME/SUPPLEMENT	Prime	COMPLEXITY FACTOR	0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	(1) Field-Topographic Survey	48	1,176.00	1,817.74	113.40	450.54				3,557.68	57.44%
	(2) Office-Compile Field Data	10	396.50	611.32	245.00	181.51				1,433.34	23.14%
	(3) Office-CREATE Existing Topography Base File	8	252.00	388.52		93.02				734.54	11.86%
	(4) Office-CREATE T.I.N. & Contours	1	31.50	48.69		11.63				91.82	1.48%
	(5) QC/QA	3	129.00	198.40		47.62				376.01	6.07%
	Subconsultant DL										
	TOTALS	70	1,984.00	3,086.67	358.40	784.31	0.00	0.00	0.00	6,193.38	100.00%

Bureau of Design and Environment (Rev. 05/08/15)

**Jorgensen & Associates, Inc.**

PSB

PRIME/SUPPLEMENT

**Jorgensen & Associates, Inc.**

Prime

DATE 09/11/18

# LEADS

1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES				(1) Field-Topographic Survey				(2) Office-Compile Field Data				(3) Office-Create Existing Topography Base File				(4) Office-Create T.I.N. & Contours				(5) QC/QA		
		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg		Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	43.00	10	14.29%	8.14					7	70.00%	30.10											3	100.00%	43.00
Survey Party Chief, S.I.T.	27.50	24	34.29%	9.43	24	50.00%	13.75																	
Instrument Operator	21.50	24	34.29%	7.37	24	50.00%	10.75																	
Cadd Supervisor	31.50	12	17.14%	5.40					3	30.00%	9.45			8	100.00%	31.50		1	100.00%	31.50				
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Route: Lake Avenue & Hibbard Road  
Section:  
County: Cook  
Job No.:

**Manhour Breakdown  
Topographic Survey Estimate**

Hibbard Road	$\pm 350' = \pm 0.066$ mile
Lake Avenue	$\pm 400' = \pm 0.076$ mile
Total Length	$\pm 750' = \pm 0.142$ mile

1. Field – Topographic Survey

a. Measure traverse & level circuit 3 hours x 2 men =	6 MH
b. Locate existing R.O.W. line occupation 8 hours x 2 men =	16 MH
c. Locate existing topography 13 hours x 2 men =	<u>26 MH</u>

Sub-total Item #1 48 MH

2. Office - Compile Field Data

a. Compute traverse & level circuit 1 hour x 1 man =	1 MH
b. Compute existing R.O.W. lines 7 hours x 1 man =	7 MH
c. Edit & compile field data 2 hours x 1 man =	<u>2 MH</u>

Sub-total Item #2 10 MH

3. Office - Create Existing Topography Base File

- a. Layout and drafting existing topography  
8 hours x 1 man =

8 MH

4. Office - Create T.I.N. & Contours

- a. Compute contours  
1 hour x 1 man =

1 MH

5. QC/QA

- a. Check topographic survey & contours  
3 hours x 1 man =

3 MH

Total All Items      70 MH

Route: Lake Avenue & Hibbard Road  
Section:  
County: Cook  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Field - Topographic Survey

a. Trips to project site - 3 ea.  
 $\pm 70 \text{ miles/trip} \times 3 \text{ trips} = \pm 210 \text{ miles}$   
 $\pm 210 \text{ miles @ } \$0.54/\text{mile} =$  \$ 113.40

2. Office -- Compile Field Data

a. Plats of Subdivision from Recorder's Office \$ 245.00

Total All Items \$ 358.40

**ATTACHMENT TWO**  
**INTER-GOVERNMENTAL AGREEMENT NO. \_\_\_\_\_**  
**BETWEEN THE VILLAGE OF WILMETTE AND THE ILLINOIS DEPARTMENT OF**  
**TRANSPORTATION**

Agreement No. \_\_\_\_\_ State Funded \_\_\_\_\_

**INTER-GOVERNMENTAL AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION  
AND  
THE VILLAGE OF WILMETTE**

The Illinois Department of Transportation (IDOT) (Grantor), with its principal office at  
2300 S. Dirksen Parkway, Springfield, IL 62764  
and Village of Wilmette (Grantee), with its principal office at  
1200 Wilmette Avenue, Wilmette, IL 60091

and payment address (if different than principal office) at same  
hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental  
Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or  
individually as a "Party."

**PART ONE – THE UNIFORM TERMS**

**RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and  
pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in  
accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for  
other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties  
hereto agree as follows:

**ARTICLE I**

**AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION**

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee  
certifies that 069500528 is Grantee's correct DUNS number, 36-6006158  
is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM  
registration. Grantee is doing business as a (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate  |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                                |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt  |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select<br>applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership   |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation   |
| <input type="checkbox"/> Estate or Trust                       |  |
| <input type="checkbox"/> Pharmacy-Non Corporate                |  |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax  
form with this Agreement.



Agreement No. \_\_\_\_\_ State Funded \_\_\_\_\_

1.2 Amount of Agreement. Grant Funds (check one) ☒ shall not exceed or ☐ are estimated to be \$ 54,425, of which \$ zero, are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is Not Applicable, the Federal awarding agency is Not Applicable, and the Federal Award date is Not Applicable. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Not Applicable and Number is Not Applicable. The Catalog of State Financial Assistance (CSFA) Number is \_\_\_\_\_. The State Award Identification Number is \_\_\_\_\_.

1.4 Term. This Agreement shall be effective on Execution Date and shall expire on See Exhibit E unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Agreement No. \_\_\_\_\_ State Funded \_\_\_\_\_

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

☒ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

**Illinois Department of Transportation**

By: \_\_\_\_\_  
Signature of Secretary of Transportation

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: Randall S. Blankenhorn  
Printed Title: Secretary of Transportation  
*Designee*

By: \_\_\_\_\_  
Signature of Director of Planning and Programming

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: Erin Aleman  
Printed Title: Director, Planning & Programming  
*Designee*

By: \_\_\_\_\_  
Signature of Chief Counsel

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: Phillip C. Kaufmann  
Printed Title: Chief Counsel  
*Designee*

By: \_\_\_\_\_  
Signature of Chief Fiscal Officer (CFO)

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: Matt Magalis  
Printed Title: Chief Fiscal Officer (CFO)  
*Designee*

By: \_\_\_\_\_  
Signature of Fourth Other Approver's Name & Title

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
*Designee*

**Village of Wilmette**

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_  
Printed Name: Robert T. Bielinski  
Printed Title: Village President  
Email: bielinski@wilmette.com

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_  
Printed Name: Timothy J. Frenzer  
Printed Title: Village Manager & Village Clerk  
Email: frenzer@wilmette.com

**ARTICLE II  
REQUIRED REPRESENTATIONS**

**2.1 Standing and Authority.** Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized, or created.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

**2.2 Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

**2.4 Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

**2.5 Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

### ARTICLE III DEFINITIONS

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

#### ARTICLE IV PAYMENT

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; See also 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE**, or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

#### ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI  
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII  
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.



(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government and a copy of the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7 **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.9 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for Inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

(i) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

## ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

## ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

#### ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

### 13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

### 13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

## ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

## **ARTICLE XV AUDIT REQUIREMENTS**

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

### **15.2 Audit Requirements.**

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4 Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.



Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for late reporting.

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

### 16.5 Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

## ARTICLE XVIII NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 ~~Error-Reference source not found.~~ shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

## **ARTICLE XIX STRUCTURAL REORGANIZATION**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## **ARTICLE XXI CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

### ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

### ARTICLE XXIV INSURANCE

24.1 Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

### ARTICLE XXV LAWSUITS

25.1 Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI  
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. Exhibits A through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.


26.16 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**PROJECT DESCRIPTION**

CSFA Number: \_\_\_\_\_ NOSA/SAIN Number: \_\_\_\_\_

GATA Registration Number: 687891

 <b>Illinois Department of Transportation</b>	Grantee	Grantee-Let Contract	Day Labor	RR Force Account	
	Village of Wilmette	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Section Number	Fund Type			
	19-00203-00-CH				

Construction		Engineering		Right-of-Way	
Job Number		Job Number		Job Number	
C-91-407-19		P-91-058-19	D-91-179-19		

**Location**

Local U.S. Rte. 41 (Skokie Blvd) and Lake Ave Route 2-0350 and 9-1292 Length 0.2 mi

Termi NA-Intersection Improvement

Current \_\_\_\_\_ TIP \_\_\_\_\_ Existing Structure \_\_\_\_\_

**PROJECT DESCRIPTION**

(PROJECT is defined as the work proposed and financed by the terms of this Agreement)

The scope of services for Phase I engineering services required for this project will include environmental and location-design studies needed to develop and refine geometric improvements, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public. The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan which provides the desired level of traffic safety and operation and which fulfills all of the requirements for processing and funding by the Village of Wilmette, the Cook County Department of Transportation and Highways (CCDOH), the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA). The Phase I scope of services assumes that this project will be processed as a State Approved Categorical Exclusion (formerly Categorical Exclusion – Group I) with the preparation of a Project Development Report.

Tasks included in the scope of services include Early Coordination and Data Collection, Topographic Survey, Crash Analysis, Traffic Analyses, Alternate Geometric Studies, Geotechnical Studies, Preliminary Environmental Site Assessment (PESA), Drainage Study, Draft Project Development Report, Stakeholder Coordination and Public Involvement, Final Project Development Report, Supervision, Administration and Project Coordination.

In accordance with Section 17.1 – Sub-recipients/Delegation, the tasks included in the scope of services are expected to be performed primarily by Grantee's subcontractor Civiltech Engineering, Inc. and/or its subcontractors: Jorgensen and Associates, Inc.; Midland Standard Engineering and Testing, Inc.; and Huff & Huff, Inc.

**DELIVERABLES OR MILESTONES**

**Construction:** Completion of construction activities as specified by the construction contract herein incorporated by reference.

**Preliminary and Construction Engineering:** Completion of engineering work as specified by the Grantee's engineering agreement herein incorporated by reference.

**Right-of-Way:** Preparation of right-of-way documents and/or purchase of right-of-way.

**Utilities:** Completion of utility relocation or adjustment as specified by the Grantee's agreement with the utility herein incorporated by reference.

**Materials:** Purchase and delivery of the materials specified by the material proposal herein incorporated by reference.

**Railroads:** Completion of railroad force account work, flagging, or other work specified by the Grantee's agreement with the railroad herein incorporated by reference.



Agreement No. \_\_\_\_\_ State Funded \_\_\_\_\_

**EXHIBIT C**

**PAYMENT**

Type of Work	%	GRANTOR	%	GRANTEE	%	Total
Participating Construction	(      )		(      )		(      )	
Non-Participating Construction	(      )		(      )		(      )	
Preliminary Engineering	(      )	\$54,425	( * )	\$63,890	( * )	\$118,315
Construction Engineering	(      )		(      )		(      )	
Right of Way	(      )		(      )		(      )	
Railroads	(      )		(      )		(      )	
Utilities	(      )		(      )		(      )	
Materials						
<b>TOTAL</b>		\$ _____		\$ _____		\$ 118,315

\*-Grantor share not to exceed \$54,425

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **GRANTEE** share is dependent on the final 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.

**Payment Method (check one):**

- ☒ The **GRANTOR** will reimburse the **GRANTEE** for the **GRANTOR** share of project costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**.
- ☐ Upon execution of the construction contract and request of payment from the **GRANTEE**, the **GRANTOR** will pay the **GRANTEE** 95% of its share of the project costs. The remaining 5% will be paid to the **GRANTEE** upon receipt of the final invoice.
- ☐

**GRANTEE-Let and Administered Projects**

**GRANTEE Administered Projects or Day Labor** To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

The **GRANTEE** is responsible for the payment of the railroad related expenses in accordance with the **GRANTEE**/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 shall be in accordance with the Division of Cost.

**EXHIBIT D**

**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**GRANTOR CONTACT**

Name: John A. Basczek, P.E.  
 Title: Engineer of Program Development  
 Address: 201 West Center Court, Schaumburg, Illinois 60196-1096  
 Phone: \_\_\_\_\_  
 TTY#: \_\_\_\_\_  
 Fax#: \_\_\_\_\_  
 E-mail Address: John.Baczek@illinois.gov

**GRANTEE CONTACT**

Name: Dan Manis, P.E.  
 Title: Village Engineer  
 Address: 1200 Wilmette Ave, Wilmette, Illinois 60091  
 Phone: 847-853-7602  
 TTY#: \_\_\_\_\_  
 Fax#: 847-853-7701  
 E-mail Address: manisd@wilmette.com

Additional Information:

**PERFORMANCE MEASURES**

**For All Projects:** To complete this phase of the project within three (3) years from the date this agreement is approved by the **GRANTOR** 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).

The **GRANTEE** will submit to the **GRANTOR** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

The **GRANTEE** shall provide the final report to the appropriate **GRANTOR** district within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.

**PERFORMANCE STANDARDS**

Performance standards are contained herein and incorporated by reference:

The current Standard Specifications for Road and Bridge Construction  
The current Supplemental Specifications and Recurring Special Provisions  
The IDOT Bureau of Local Roads and Streets Manual  
The IDOT Bureau of Construction Manual  
The IDOT Project Procedures Guide  
Other relevant IDOT policy manuals and guides that may govern the specific work contemplated by this Agreement

Agreement No. \_\_\_\_\_ State Funded  
**EXHIBIT G**

**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition Included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

**PART TWO -- THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

**Equipment and Supplies.** Grantee must obtain disposition instructions from Grantor when equipment or supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment or supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment and supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, Grantor requirements stated herein. All obligations regarding use and ownership of equipment or supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

**Reporting.** Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto. The first BoBS 2832 report shall cover the first three months after the quarterly effective date of the Agreement. quarterly reports must be submitted no later than 30 calendar days following the period covered by the report. For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending quarterly (Grantee's Fiscal Year End date). A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

**Additional Reporting Requirements:**

The Grantee must submit the following other required reports. Please specify in addition to the aforementioned reporting requirements. Grantee shall submit the following reports:

\* Grantor specifies the required reports\*

**Delete the one that DOESN'T APPLY:**

**Renewal** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

OR

**Renewal** This Agreement may not be renewed.

[Here is where the Grantor lists its specific requirements]

**THE GRANTEE AGREES:**

1. It is mutually agreed that the project will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. The **GRANTEE** agrees to retain jurisdiction and to maintain or cause to be maintained the completed project in a manner satisfactory to the **GRANTOR** unless otherwise specified by addendum.
3. 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.
4. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
5. 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.
6. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
7. The **GRANTEE** will certify to the **GRANTOR** that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the **GRANTEE** advertising for bids for the project.
8. To regulate parking and traffic in accordance with the approved project report.
9. To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
10. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
11. If the **GRANTEE** signature is by an appointed official, a resolution authorizing said appointed official to execute this agreement is required.
12. Upon approval of the final plans and specifications by the **GRANTOR** and the **GRANTEE**, the **GRANTEE** agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the **GRANTOR**.
13. The **GRANTEE** agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the **GRANTOR**.
14. The **GRANTEE** will submit supporting documentation with each request for reimbursement from the **GRANTOR**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **GRANTEE** invoice requests to the **GRANTOR** will be submitted with sequential invoice numbers

by project.

**THE GRANTOR AGREES:**

- (1) (Day Labor) To authorize the **GRANTEE** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **GRANTEE** for that portion of the cost payable from **GRANTOR** funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (2) (**GRANTEE** Administered Projects) For agreements with **GRANTOR** funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the **GRANTEE** for the **GRANTOR** share on the basis of periodic billings within timeframes specified in Exhibit E, provided said billings contain sufficient cost information and show evidence of payment by the **GRANTEE**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **GRANTOR** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **GRANTOR**.

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.



Agreement No. \_\_\_\_\_

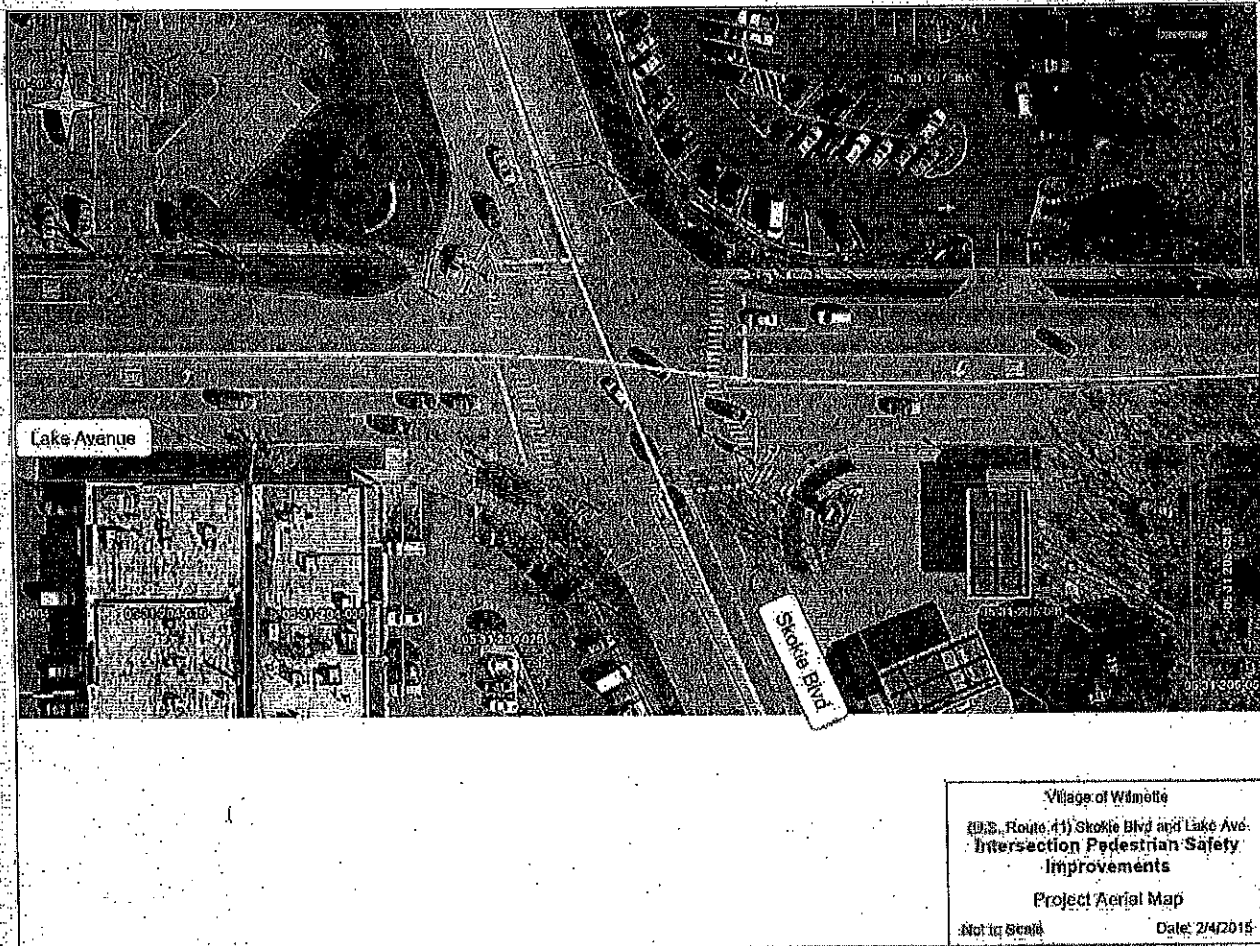
State Funded

### PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

Attachments:

Location Map



END OF DOCUMENT