

Local Agency County of Lake	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant V3 Companies of Illinois
County Lake County			Address 7325 Janes Avenue
Section 05-00121-07-WR			City Woodridge
Project No. M-TE-00D1 (888)			State Illinois
Job No. C-91-029-07			Zip Code 60517
Contact Name/Phone/E-mail Address Glenn Petko gpetko@lakecountyil.gov			Contact Name/Phone/E-mail Address Tom Valaitis tvalaitis@v3co.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

**Project Description**

Name Washington Street Route FAU 0187 Length 1.15 mi Structure No. \_\_\_\_\_  
Termini Cedar Lake Road to Hainesville Road

Description: The improvements include widening and reconstruction of Washington Street to provide a three lane roadway, bike path, sidewalk, storm sewer and watermain installation and traffic signals.

**Agreement Provisions**

**I. THE ENGINEER AGREES,**

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

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

**DRAFT**

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

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

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

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

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

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

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

With Retainage

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

Without Retainage

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

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

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

### III. It is Mutually Agreed,

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

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.



Lake County: Washington Street  
Section No.: 05-00121-07-WR

ADDENDUM #1

An Addendum to the Construction Engineering Services Agreement  
For Project M-TE-00D1(888) in the Village of Round Lake Park, Village of Round Lake  
and the Village of Hainesville  
Lake County, Illinois

CHANGES IN "AGREEMENT PROVISIONS"

UNDER "THE ENGINEER AGREES"

The following provisions are added:

- (16) That V3 Companies of Illinois will not bid the project as a contractor.
- (17) That V3 Companies of Illinois will staff the project with a designated erosion control inspector.
- (18) That V3 Companies of Illinois will not exceed the total for all work amount as stipulated on Page 6 of this Agreement without prior approval from the County Engineer.

Lake County  
 Washington Street - Cedar Lake Road to Hainesville Road  
 Project No. M-TE-00D1 (888)  
 Section 05-00121-07-WR  
 Estimated Phase III Schedule

	2013												2014		
	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar		
Utility Relocation															
Letting															
Construction															
Close-Out															
Final Records															

Assumptions

- 1) Construction Contract Letting      March 8, 2013
- 2) Start Construction                      April 29, 2013
- 3) Substantial Completion                November 27, 2013
- 4) Final Completion                        December 13, 2013
- 5) Submit Final Project Records         March 28, 2014



**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME PRIME/SUPPLEMENT	V3 Companies of Illinois Prime	DATE PTB NO.	01/21/13 Lake Co-Washington St
CONTRACT TERM START DATE RAISE DATE	13 MONTHS 3/1/2013 12/31/2013	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	148.15% 0.035 3.00%

**ESCALATION PER YEAR**

3/1/2013 - 12/31/2013	1/1/2014 - 3/31/2014		
10	3		
13	13		

= 76.92%  
= 1.0069  
= 23.77%  
= 0.69%

**The total escalation for this project would be:**



# Subconsultants

FIRM NAME V3 Companies of Illinois  
PRIME/SUPPLEMENT Prime  
PSB NO. Lake Co-Washington St

DATE 01/21/13

NAME	Direct Labor Total	Contribution to Prime Consultant
STATE Testing	15,315.12	1,531.51
Lake County DOT	52,544.31	5,254.43
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	<b>67,859.43</b>	<b>6,785.94</b>







Firm Name: V3 Companies of Illinois PTB/Item No: Lake Co - Washington St

REQUIRED – DIRECT COSTS WILL ONLY BE ACCEPTED FOR INCLUSION IN CONTRACT WHEN DOCUMENTED ON THIS FORM.  
(Indicate only rate and quantities for this specific project.)

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
*Per Diem	Up to State Rate Maximum			\$0.00
*Lodging (Overnight)	Up to State Rate Maximum			\$0.00
*Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
*Vehicles: Mileage	Up to State Rate Maximum			\$0.00
Daily Rate (owned or leased)	\$45/day	\$45.00	615.00	\$27,675.00
Overtime	(Premium Portion)			\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
**Cell Phones – (traffic systems, survey, phase II only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)	\$70.00	32.00	\$2,240.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost			\$0.00
Copies of Deliverables/Mylars (in-house)	Actual Cost			\$0.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)			\$0.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost			\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
***Lab Services	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)			\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)			\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Equipment Rental and/or Specific Equipment on a as needed basis when requested by IDOT	Actual Cost (requires 2-3 quotes)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
<b>TOTAL</b>				<b>\$29,915.00</b>

1) Used to determine upper limit of compensation for direct cost. Unless maximum is specified under allowable, bill at actual cost.

\*per GOVERNOR'S TRAVEL CONTROL BOARD

\*\*Employee personal cell phones are not allowable expenses if not left on job site

\*\*\*Lab services-provide breakdown of cost for each lab service

**V3 COMPANIES**  
**Payroll Rates Effective 4/01/2012**

<b>Labor Category</b>	<b>Hourly Rate Range</b>		<b>Average Hourly Rate</b>
	<b>Min of Cost Rate</b>	<b>Max of Cost Rate</b>	
Administration	\$10.00	\$47.11	\$26.35
Construction Administrator	\$35.50	\$40.00	\$37.75
Construction Technician II	\$24.50	\$27.50	\$26.00
Construction Technician III	\$31.50	\$33.00	\$32.50
Design Technician III	\$26.50	\$29.60	\$27.96
Division Director	\$55.29	\$80.05	\$66.44
Engineer I	\$25.50	\$26.50	\$26.07
Engineer II	\$27.50	\$30.77	\$28.92
Engineer III	\$30.00	\$31.00	\$30.25
Estimating Technician	\$19.50	\$19.50	\$19.50
Field Ecologist I/II	\$17.25	\$25.00	\$20.25
Operations Director	\$49.04	\$49.04	\$49.04
Principal	\$64.42	\$102.40	\$80.77
Project Engineer I	\$30.77	\$39.00	\$34.20
Project Engineer II	\$31.00	\$41.00	\$36.97
Project Manager	\$30.00	\$39.90	\$35.96
Project Manager I	\$41.83	\$44.23	\$43.03
Project Manager I (Trans & Mun Eng)	\$43.00	\$43.00	\$43.00
Project Manager II	\$42.31	\$44.25	\$43.28
Project Manager II (Trans & Mun Eng)	\$53.00	\$55.35	\$54.18
Project Surveyor I/II	\$24.45	\$24.45	\$24.45
Project Surveyor II	\$23.50	\$23.50	\$23.50
Project Surveyor III	\$27.80	\$27.80	\$27.80
Resident Construction Manager I	\$36.50	\$41.00	\$38.75
Resident Construction Manager II	\$43.50	\$46.50	\$45.33
Resident Engineer I	\$34.00	\$43.40	\$39.98
Resident Engineer II	\$51.00	\$52.80	\$51.90
Scientist I/II	\$22.00	\$22.00	\$22.00
Scientist III	\$26.75	\$26.75	\$26.75
Senior Construction Technician	\$31.50	\$39.00	\$34.17
Senior Estimator	\$41.35	\$41.35	\$41.35
Senior Project Engineer	\$43.00	\$43.00	\$43.00
Senior Project Manager	\$38.25	\$57.93	\$49.06
Senior Project Manager (Constr Engineering)	\$54.40	\$65.30	\$59.85
Senior Project Manager (Trans & Mun Eng)	\$56.25	\$69.28	\$63.80
Superintendent	\$22.00	\$49.00	\$39.69
Survey Crew	\$27.75	\$27.75	\$27.75
Technician I	\$16.00	\$26.75	\$19.92
Technician III	\$25.00	\$25.00	\$25.00



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 31, 2012

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Lou Gallucci  
V3 COMPANIES OF ILLINOIS, LTD  
7325 Janes Avenue  
Woodridge, IL 60517

Dear Lou Gallucci,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2011. Your firm's total annual transportation fee capacity will be \$41,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 148.15% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2012. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
John Baranzelli  
Acting Bureau Chief  
Bureau of Design & Environment



**SEFC PREQUALIFICATIONS FOR V3 COMPANIES OF ILLINOIS, LTD**

<b>CATEGORY</b>	<b>STATUS</b>
Special Studies - Traffic Signals	X
Special Studies - Traffic Studies	X
Highways - Roads and Streets	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Location Drainage	X
Structures - Railroad	X
Structures - Highway: Typical	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Environmental Reports - Environmental Assessment	X
Special Studies - Pump Stations	X
Structures - Highway: Simple	X
Special Studies - Feasibility	X
Location Design Studies - Rehabilitation	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Safety	X
Special Studies - Lighting: Typical	A
Hydraulic Reports - Pump Stations	X
Highways - Freeways	X
Special Services - Surveying	X
Special Services - Sanitary	X
Special Services - Construction Inspection	X

X	PREQUALIFIED
A	YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.
P	PENDING FUTHER REVIEW
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
L	LOSS OF PREQUALIFICATION



**Illinois Department of Transportation**

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

Firm STATE Testing  
 Route Washington St  
 Section \_\_\_\_\_  
 County \_\_\_\_\_  
 Job No. \_\_\_\_\_  
 PTB & Item \_\_\_\_\_

Date 10/31/12

Overhead Rate 149.79%

Complexity Factor 0.035

Item	Manhours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	In-House Direct Costs (D)	Fixed Fee (E)	Outside Direct Costs (F)	Unit Work Direct Cost (G)	Sub Total (B+C+D+E+F+G)	Total (B+C+D+E+F+G)	% of Grand Total
Soils Inspection	160	6,131.20	9,183.92	995.78	\$2,365.08	0.00	500.00	19,175.99	19,175.99	100.00%
TOTALS	160	6,131.20	9,183.92	995.78	2,365.08	0.00	500.00	0.00	19,176.00	100.00%

Direct Costs (STATE Testing)

CPFF = 14.5%(DL + R(DL) + OH(DL) + IHDC)





Units of Work Breakdown  
Washington

Lab Testing	<b><u>BITUMINOUS MATERIALS LABORATORY SERVICES</u></b>			
	TENSILE STRENGTH RATIO (T.S.R.) (ASTM D 4867) MARSHALL MIX DESIGN	\$635	EACH	\$0
	TENSILE STRENGTH RATION (TSR) SUPERPAVE MIX DESIGN	\$845	EACH	\$0
	BULK SPECIFIC GRAVITY (Gmb, or "d") GYRATORY SPECIMEN (AVG. OF 2) SUPERPAVE AND SMA – MAXIMUM SPECIFIC GRAVITY(Gmm)	\$415	EACH	\$0
	EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	\$165	EACH	\$0
	EXTRACTION (REFLUX) WITH WASHED GRAD. (ASTM D 2172,C 136)	\$300	EACH	\$0
	EXTRACTION (CENTRIFUGE) WITH WASHED GRAD.W/MOISTURE CORR. (ASTM C-566 & D-146)	\$225	EACH	\$0
	SUPERPAVE – MAXIMUM SPECIFIC GRAVITY(Gmm)-one test &BULK SPECIFIC GRAVITY (Gmb)-Avg. of 2	\$495	EACH	\$0
	STABILITY AND FLOW (AVG. OF 3) (ASTM 1559, D 2726)	\$550	EACH	\$0
	PAVEMENT ANALYSIS – SINGLE CORE(4") W/SAW CUTTING (ASTM D 2726)	\$385	EACH	\$0
	PAVEMENT ANALYSIS – SINGLE CORE(6") W/SAW CUTTING (ASTM D 2726)	\$60	EACH	\$0
	PAVEMENT ANALYSIS – SINGLE CORE(6") W/SAW CUTTING (ASTM D 2726)	\$60	EACH	\$0
	SUPERPAVE PRODUCTION MIX VERIFICATION* (Includes: Reflux Extraction, Gmm, Gmb)	\$60	EACH	\$0
	(Includes: Ignition Extraction, Gmm, Gmb)	\$800	EACH	\$0
	NUCLEAR CORRELATION UP TO 4 GAUGES	\$725	EACH	\$0
	-ADDITIONAL GAUGES (EACH)	\$550	EACH	\$0
	-LINEAR REGRESSION OF CORES (15 CORES/\$25 EACH)	\$55	EACH	\$0
	INVESTIGATIVE CORING – (INCLUDES ON-SITE CUTTING, DELIVERY TO LAB, UP TO 4 HOURS)	\$715	EACH	\$0
	RENTAL OF GYRATORY COMPACTOR PER DAY	\$990	EACH	\$0
	CORE ANALYSIS, 6"-EACH CORE (DENSITY & REFLUX)	\$550	EACH	\$0
	ALL BUSTED MIX DESIGNS	\$495	EACH	\$0
	<b><u>AGGREGATE LABORATORY SERVICES</u></b>			
	DRY GRADATION (ASTM C 136)	\$95	EACH	\$0
	WASHED GRADATION (ASTM C 136)	\$135	EACH	\$0
	SPECIFIC GRAVITY AND ABSORPTION (ASTM C 127, C 128)	\$220	EACH	\$0
	MOISTURE CONTENT	\$70	EACH	\$0
	MINERAL FILLER GRADATION (ASTM D 546)	\$119	EACH	\$0
	PGE TESTING (Washed Gradation)	\$255	EACH	\$0
	PGE TESTING (Dry Gradation)	\$205	EACH	\$0
	<b><u>AGGREGATE LABORATORY SERVICES(Cont)</u></b>			
	LOS ANGELES ABRASION (ASTM C 131)	\$198	EACH	\$0
	FIVE CYCLE SOUNDNESS		EACH	\$0
		\$495	EACH	\$0
	UNCOMPACTED VOID CONTENT (fine aggregate)	\$131	EACH	\$0
	FLAT AND ELONGATED PARTICLES (ASTM D475)	\$135	EACH	\$0
	SAND EQUIVALENT (ASTM D 2419)	\$130	EACH	\$0
	FRACTURED PARTICLES (coarse aggregate angu)	\$130	EACH	\$0
	AGGREGATE ABSORPTION (AVG. OF 3) (ASTM C 128)	\$130	EACH	\$0
	UNIT WEIGHT (ASTM C 29)	\$95	EACH	\$0

DELETERIOUS COUNT	\$130	EACH	\$0
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PORTLAND CONCRETE LABORATORY SERVICES \*

COMPRESSIVE STRENGTH OF CYLINDERS			
WITH CURE TIME UP TO 28 DAYS-S.T.A.T.E. Test	\$21	EACH	\$0
WITH CURE TIME UP TO 28 DAYS-non-S.T.A.T.E	\$30	EACH	\$0
FLEXURAL STRENGTH OF BEAMS WITH		EACH	\$0
IL. MODIFIED SINGLE POINT LOADING	\$55	EACH	\$0
FLEXURAL STRENGTH OF BEAMS WITH		EACH	\$0
ASTM THREE POINT LOADING	\$66	EACH	\$0
SULFUR CAPPING	\$65	EACH	\$0
NON-DESTRUCTIVE TEST-SCHMIDT HAMMER (	\$600	EACH	\$0
HIGH STRENGTH/HIGH PERFORMANCE CYLIND	\$75	EACH	\$0
A.S.R. TESTING 14-DAY (ASTM C 1260)	\$1,050	EACH	\$0
CYLINDER PICK-UP	\$215	EACH	\$0

SOILS LABORATORY SERVICES \*

STANDARD PROCTOR (AASHTO T99, ASTM D69	\$250	2 EACH	\$500
MODIFIED PROCTOR (AASHTO T180, ASTM D15	\$250	EACH	\$0
PLASTICITY INDEX (AASHTO T90, ASTM D4318)	\$275	EACH	\$0
HYDROMETER TEST (AASHTO T-88)	\$135	EACH	\$0
ORGANIC CONTENT (AASHTO T-267, ASTM D-29	\$135	EACH	\$0
PH OF SOILS (AASHTO T-289)	\$160	EACH	\$0
LIQUID & PLASTIC LIMIT	\$95	EACH	\$0
CLASSIFICATION OF SOIL	\$109	EACH	\$0
BORING RIG RENTAL	\$70	EACH	\$0

TOTAL LABORATORY CHARGES

\$500

Total Direct Cost

\$ 500.00

Direct Cost Breakdown  
Washington

Vehicles

	Unit Cost	Quantity	Units	Total Cost
Daily Charge	\$ 45.00	20	Days	\$ 900.00
Milage				\$ 900.00

Premium Overtime

	Premium	Est OT Hours	
Overtime Senior Technician	\$ -	0	\$ -
Level III	\$39.04 \$ 19.52	0	\$ -
Level II	\$36.43 \$ 18.21	0	\$ -
Level I	\$33.87 \$ 16.93	0	\$ -
Material Tester 2	\$38.31 \$ 19.16	5	\$ 95.78
Material Tester 1	\$38.31 \$ 19.16		\$ -

Night Differential

Level III	\$39.04 \$ 3.90	0	\$ -
Level II	\$36.43 \$ 3.64	0	\$ -
Level I	\$33.87 \$ 3.39	0	\$ -
Material Tester 2	\$38.31 \$ 3.83	0	\$ -
Material Tester 1	\$38.31 \$ 3.83	0	\$ -
Per union Contract hours between 6pm and 6am receives 10% Shift differential.			\$ 95.78

Premium Overtime due to Prevailing Wage

Other Cell Phone	\$70	EACH	\$0	\$0.00
Postage		At Cost		

Total Direct Cost \$ 995.78



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

July 5, 2012

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Mr. Derek White  
S. T. A. T. E. Testing, Llc  
570 Rock Road  
Unit K  
East Dundee, IL 60118

Dear Mr. White:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2011. Based on your reported Illinois staff, your firm's annual Illinois transportation fee is \$7,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 149.79% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2012. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Baranzelli'.

John Baranzelli  
Acting Bureau Chief  
Bureau of Design & Environment



## CONTRACTED SERVICES AGREEMENT

This AGREEMENT, entered into this 22<sup>th</sup> Day of January, 2013, by and between V3 Companies of Illinois, LTD., 7325 Janes Avenue, Suite 100, Woodridge, Illinois, hereinafter referred to as "V3" and S.T.A.T.E. Tesing, LLC, hereinafter referred to as "SUB-CONSULTANT".

WHEREAS, V3 desires SUB-CONSULTANT to perform certain technical and contracting services as described in **Attachment A** "Scope of Services", and

WHEREAS, SUB-CONSULTANT desires to perform such services for V3,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

### I. SCOPE OF SERVICES

SUB-CONSULTANT shall perform, in an appropriate and timely manner satisfactory to V3, utilizing good commercial and customary practices, the contracting services that are described in **Attachment A**, "Scope of Services" (Services), which is attached hereto and incorporated herein by reference. The referenced contract (the "Prime Contract") between V3 and its client as referenced in **Attachment B** (CLIENT), including the General Terms and Conditions thereof and all applicable work orders, change orders and modifications relating thereto and all other documents referenced therein, is a part of this Agreement, to the extent they are attached to this agreement. The SUB-CONSULTANT shall assume toward V3 subcontractor's obligations and responsibilities with respect to the "Scope of Services", which V3, under the Prime Contract, assumes toward the CLIENT.

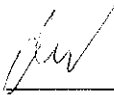

### II. TIME OF PERFORMANCE

The services to be performed under this AGREEMENT described in the "Scope of Services" shall be completed by SUB-CONSULTANT in accordance with the schedule set forth in **Attachment A**. SUB-CONSULTANT shall submit any proposed deviation from this schedule in writing to V3, and V3 shall approve or disapprove the deviation based on the requirements of the project and the client. Delays caused by events beyond SUB-CONSULTANT'S control shall be excluded.

### III. COMPENSATION AND PAYMENT

As a result of satisfactory performance of the services in Attachment A "Scope of Services", V3 shall pay to SUB-CONSULTANT the compensation after receipt and approval by V3 of a written invoice from SUB-CONSULTANT for the specific services rendered. V3 shall make payment to SUB-CONSULTANT within five (5) days after receipt of Client payment to V3 or within 30 days from receipt of SUB-CONSULTANT'S invoice, whichever is later, for the specific services rendered to which SUB-CONSULTANT is a participant. SUB-CONSULTANT shall submit invoice to V3 on a monthly basis. V3 shall pay SUB-CONSULTANT no later than 120 days unless the payment from CLIENT is delayed as a result of potentially unsatisfactory services rendered by SUB-CONSULTANT.

### IV. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

 Engineer's Initials  
 V3 Initials

In connection with the Services performed for V3 under this AGREEMENT, SUB-CONSULTANT shall observe and abide by all applicable laws, ordinances, and regulations of federal, state and local governments, and shall maintain all applicable trade licenses. Knowledge of and compliance to all such laws, ordinances, and/or regulations that apply to the Services described in Attachment A of this AGREEMENT shall be the sole responsibility of SUB-CONSULTANT.

V. REVIEW OF WORK

It is understood that V3, at its discretion, shall be allowed to review all work performed by SUB-CONSULTANT under this AGREEMENT, both during and upon completion of the Services, including all field Services and other activities and products.

VI. CHANGES TO SCOPE OF SERVICES

V3 shall have the right to issue changes in the Scope of Services of the project involving SUB-CONSULTANT at any time while the Services are in process. V3 will discuss the proposed changes with SUB-CONSULTANT along with any necessary alterations in compensation as a result. V3 will then issue a written change order to SUB-CONSULTANT describing the proposed changes. V3 and SUB-CONSULTANT shall sign all change orders prior to the initiation of the additional or altered work.

Such change orders shall only be issued as a result of the discovery of previously unforeseen circumstances arising during the course of the project that require attention, changes in the client's requirements for the project, or for the overall improvement of the project. SUB-CONSULTANT is encouraged to bring such situations to the attention of V3 during the project for consideration of a change order.

VII. TERMINATION OF AGREEMENT

V3 shall have the right to terminate this AGREEMENT by written notice to SUB-CONSULTANT. Such notice shall contain the specific reason(s) for termination of the AGREEMENT and the date of termination. Upon receiving the notice, SUB-CONSULTANT shall discontinue performance as of the date specified and shall not place any additional orders for supplies or schedule employees for additional Services connected with the project.

In the event this AGREEMENT is terminated by V3, V3 shall pay SUB-CONSULTANT for all Services performed by SUB-CONSULTANT prior to the termination date according to the method of compensation specified. Under no circumstance shall V3 be required to pay more than the AGREEMENT value to SUB-CONSULTANT less any previously paid funds unless so altered by an approved change order.

VIII. DEFAULT

Should SUB-CONSULTANT breach any provisions of this AGREEMENT, V3 shall have the option to pursue the rights and remedies provided by law and/or the rights and remedies provided under the terms and conditions of this AGREEMENT.

In the event this AGREEMENT is breached by SUB-CONSULTANT, V3 shall have the option to:

1. Declare SUB-CONSULTANT to be in default of the AGREEMENT;
2. Cancel this AGREEMENT in whole or in part;
3. Withhold payment of funds to SUB-CONSULTANT as specified in this AGREEMENT until such default is corrected or remedied;  
and/or
4. Pursue any and all other remedies afforded by law.

IX. INDEMNIFICATION

SUB-CONSULTANT shall indemnify and hold harmless V3 and its officers, agents and employees, from and against claims, suits, losses, damages, injuries, and liabilities incurred arising out of SUB-CONSULTANT'S negligent acts, errors or omissions in the performance of the services specified in this AGREEMENT.

V3 shall indemnify and hold harmless SUB-CONSULTANT and its officers, agents and employees, from and against claims, suits, losses, damages, injuries, and liabilities, including costs and expenses incurred arising out of V3's negligent acts, errors or omissions in the performance of services associated with this AGREEMENT.

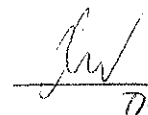

X. INSURANCE

Unless otherwise stated in this AGREEMENT, SUB-CONSULTANT shall, during the performance of the Services specified in this AGREEMENT, maintain Workers Compensation Insurance, Automobile Liability Insurance, and Commercial General Liability Insurance in the amount of \$1,000,000.00 for each occurrence for its officers, agents and employees. In addition, SUB-CONSULTANT shall maintain during the life of this contract Professional Errors and Omissions Insurance in the amount of \$1,000,000.00

Prior to commencing with the performance of the Services specified in this AGREEMENT, SUB-CONSULTANT shall provide V3 with a certificate(s) of the above mentioned insurance coverage as evidence that such required insurance is in place. The certificate shall specify V3 as an additional named-insured under the Commercial General policy for the estimated time period of the project. Such insurance shall be in effect during the entire duration of the project. SUB-CONSULTANT shall promptly notify V3 in writing of any changes or terminations in such insurance coverage.

XI. CONFIDENTIALITY

SUB-CONSULTANT agrees to keep confidential any and all information pertaining to the Services specified in this AGREEMENT, including formal and informal discussions with V3 or the client, planning activities and actual work activities, and work documents including field notes, maps, and reports, unless otherwise indicated by V3. Aside from conventional marketing materials, news releases or other advertising relating to this AGREEMENT or to the Services specified hereunder, shall not be issued by SUB-CONSULTANT without the prior written approval of V3. This does not apply where

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 V3 Initials

withholding the information would violate the law, create the risk of significant harm to the public, or prevent the SUB-CONSULTANT from establishing a claim or defense.

## XII. OWNERSHIP OF RECORDS

All documents and records including drawings, reports, notes, and other information or data prepared or furnished by V3 to SUB-CONSULTANT in connection with any or all Services to be performed under this AGREEMENT shall continue to be the property of V3 unless otherwise specified by V3. SUB-CONSULTANT shall obtain V3's permission prior to copying any such documentation and shall promptly return all documents and records to V3 upon request.

SUB-CONSULTANT agrees that V3 shall have access to and the right to examine all documents and records of any and all transactions relating to this AGREEMENT. V3 shall provide prior notification to SUB-CONSULTANT of its desire for such examination. SUB-CONSULTANT agrees to maintain all such documents and records for a minimum period of five (5) years after completion of the project.

## XIII. PERMITS AND FEES

Unless otherwise indicated, all required permits and fees for the project will be obtained and paid for by V3's Client. Exceptions to this policy will be noted in Attachment C of this AGREEMENT.

## XIV. UTILITIES

At no time shall V3, or SUB-CONSULTANT accept responsibility for clearance or locating and marking any underground utilities on the project site. When necessary, V3 or SUB-CONSULTANT may coordinate with Client to contact utility clearance agencies. SUB-CONSULTANT shall not assume responsibility for reviewing the site and determining if all underground utilities have been adequately marked.



## XV. STORAGE OF MATERIALS AND EQUIPMENT ON JOB SITE

Should it become necessary for SUB-CONSULTANT to store materials and equipment on the job site over night during the project, SUB-CONSULTANT shall request V3 to first obtain written permission from CLIENT. Such storage shall not take place until written permission is obtained.

All such materials and equipment shall be neatly stored on the job site in an organized manner. There shall generally be no more than one or two areas utilized for such storage on the job site at any one time. The work area on the job site and storage areas shall be cleaned up at the completion of each day's work. All miscellaneous debris created from SUB-CONSULTANT'S activities shall be removed from the site each day and properly disposed of.

V3 shall not be held responsible for materials or equipment utilized by SUB-CONSULTANT that is missing or stolen from the job site. It shall be solely SUB-CONSULTANT'S risk to store materials and equipment on the job site.

## XVI. WORKER SAFETY

  
\_\_\_\_\_  
Engineer's Initials  
  
\_\_\_\_\_  
V3 Initials

SUB-CONSULTANT shall be solely responsible for SUB-CONSULTANT'S own job site safety. In no case shall any statements or directions made by SUB-CONSULTANT or V3 be construed to obligate SUB-CONSULTANT or V3 for safety liability.

XVII. WORKER CONDUCT ON JOB SITE

SUB-CONSULTANT'S employees shall conduct themselves in a professional manner while on the job site. All employees shall maintain written identification on their person and shall promptly provide such identification to CLIENT or their representative upon request. Any damage to CLIENT'S property by SUB-CONSULTANT shall promptly be repaired or the item replaced to the CLIENT'S satisfaction, and SUB-CONSULTANT shall pay for such repair or replacement.

XVIII. ACCIDENT REPORTS

SUB-CONSULTANT shall be responsible for providing written notification to V3 of any and all accidents on the job site involving SUB-CONSULTANT'S employees, whether such accidents involve bodily injury or property damage or both. Such written notification shall be prepared and submitted on the date of the accident or as soon as practicable thereafter. The notification shall include the name of the individual(s) injured, date, time, and location of the accident, an explanation of the nature and/or cause of the accident, the extent of the injuries and/or damage, name of any witnesses, the disposition of the injured individual(s), the extent of damage to the client's or V3's property as a result of the accident, indication if the police were contacted and the name of the officer on the scene, and any other pertinent information.

XIX. RESERVED

XX. PARTIAL INVALIDITY

If any term, condition or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, conditions or provisions shall remain in full force and effect, and shall in no way be affected or invalidated.

XXI. GOVERNING LAWS

The validity and enforceability of this AGREEMENT, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Illinois.


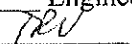
XXII. SUPPLEMENTS TO AGREEMENT

The following attachments form an integral part of this AGREEMENT:

- **Attachment A** - Scope of Services
- **Attachment B** - Prime Agreement

XXIII. ENTIRE AGREEMENT


This AGREEMENT constitutes the entire agreement between the undersigned parties with respect to the

  
\_\_\_\_\_  
Engineer's Initials  
 V3 Initials


terms and conditions contained herein, and there are no other terms and conditions other than those contained herein. No modification or amendment to this AGREEMENT shall be valid and enforceable unless it is in writing and is signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized agents.



**V3 Companies of Illinois, LTD.**

By:   
Name: TOM R VACAITIS  
Title: SENIOR VP  
Address: 7325 Janes Avenue  
Woodridge, Illinois 60517  
Date: 1/22/2013

**SUB-CONSULTANT**

By:   
Name: DEREK A. WHITE  
Title: VP / CFO  
Address: 570 ROCK ROAD, UNIT  
EAST DUNDEE, IL 60118 K  
Date: 1/22/13

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 Engineer's Initials  
V3 Initials

## **Scope of Services**

Perform on-site soils section according to the Illinois's Department of Transportation Standard Specifications for Road and Bridge Construction and the subgrade stability manual. Frequency of testing will be per the latest version of the Product and Procedures Guide.

Laboratory testing for Phase II will be performed at request of client. No other testing of transportation materials is included in this proposal and will be considered out of scope, which includes but not limited to aggregates, HMA, PCC, steel, precast and prestress products.



Local Agency	<u>County of Lake</u>
Section Number	<u>05-00121-07-WR</u>
Project Number	<u>M – TE - 00D1 (888)</u>
Job Number	<u>C-91-029-07</u>

The County of Lake requests approval for construction engineering services.

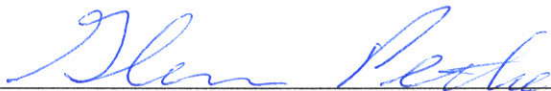
Local Agency

These services will be provided using local agency employees.

**Anticipated Engineering Expenses**

Job Classification	Labor Hours	Pay Rate	Total
Supervising Engineer	350	\$53	\$18,550.00
Materials QA Technician	400	\$35	\$14,000.00
Traffic Engineer	100	\$45	\$4,500.00

Total Direct Labor	\$37,050.00
Direct Expenses	\$4,710.00
Overhead and Benefits Rate (%)	41.82%
Total Direct Labor x Overhead and Benefits Rate	\$15,494.31
<b>Grand Total</b>	<b>\$57,254.31</b>



Local Agency Official Signature

Engineer of Construction

Local Agency Official Title

1/24/13

Date



Estimate of Direct Costs:

Washington St. (Cedar Lake to Hainesville)

05-00121-07-WR

Lake County Division of Transportation

Item Description	Units	Quantity	Unit Rate	Cost
Vehicle	Days	100	\$45.00	\$4500.00
Phone	Month	6	\$35.00	\$210.00
<b>TOTAL:</b>				<b>\$4710.00</b>