


Municipality	L O C A L A G E N C Y  Illinois Department of Transportation Preliminary/Construction Engineering Services Agreement For Non-Motor Fuel Tax Funds	C O N S U L T A N T	Name
Township			V3 Companies of Illinois, Ltd.
County			Address
Lake County – Division of Transportation			7325 Janes Avenue
Section			City
00-00098-11-CH & 10-00098-11-MS			Woodridge
			State
			Illinois 60517

THIS AGREEMENT is made and entered into this _____ day of _____, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Non-Motor Fuel Tax Funds, allotted to the LA under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Peterson Road @ IL 60 Route CH 20 Length 1.93 KM(_____ Miles)(Structure No. _____)

Termini Peterson Rd: IL60 to 2,800 feet west of Alleghany Rd. IL 60: about 1,500 feet north and south of Peterson Rd.

Description

This agreement includes construction engineering oversight for the Peterson Road @ IL 60 (00-00098-11-CH) and Advanced Contract for Peterson @ IL 60 (10-00098-11-MS) projects. The projects include the reconstruction of Peterson Road on a new alignment at a new intersection with IL 60. The work also includes pavement widening, resurfacing, traffic signals, culvert extension and other related items.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b. Make stream and flood plain hydraulic surveys and gather high water data and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.

Note Four copies to be submitted to the Regional Engineer

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- g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- i. Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
- j. Furnish or cause to be furnished:

- (1) Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau.
- (2) Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said Bureau.
- (3) All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- (4) Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- (5) Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA in accordance with the policies of the said DEPARTMENT.

- k. Furnish or cause to be furnished

- (1) A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
 - a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b. Establishment and setting of lines and grades.
 - c. 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.
 - d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e. Revision of contract drawings to reflect as built conditions.
 - f. Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA.
 - g. Other services as included and/or defined in the attached Scope of Services.

- 2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA.
- 3. To attend conferences at any reasonable time when requested to do so by the LA.
- 4. In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.
- 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA without cost and without restriction or limitations as to their use.
- 6. To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
- 8. To submit, upon request by the LA or the a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this AGREEMENT.

The LA Agrees,

1. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j and 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1b, 1c, 1d, 1e, 1f, 1j and 1k of THE ENGINEER AGREES. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

Grade Classification of Employee	Hourly Rate
See Attached Estimated Phase III Hours and Costs	_____

The hourly rates itemized above shall be effective the date the parties, hereunto entering this AGREEMENT, have affixed their hands and seals and shall remain in effect until 3/31/2012. In event the services of the ENGINEER extend beyond 3/31/2012, the hourly rates will be adjusted yearly by addendum to this AGREEMENT to compensate for increases or decreases in the salary structure of the ENGINEER that are in effect at that time.

- 2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - c. Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

3. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus _____ percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.

4. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 180 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
5. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit - "actual cost" being defined as in paragraph 4 above.
6. **The Total Not-to-Exceed Contact Amount shall be \$1,065,803.55.**

It is Mutually Agreed,

1. That any difference 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.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. That the Engineer will not bid, as a contractor, the construction contracts for the Peterson Road @ IL 60 improvements.
6. That the following attachments are included as part of this AGREEMENT:
 - a. Construction Engineering – Scope of Services
 - b. General Terms and Conditions
 - c. Estimated Phase III Hours and Costs
 - d. Schedule Assumptions

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized offices.

Executed by the LA:

County of Lake of the
(County)

ATTEST:

State of Illinois, acting by and through its

By _____
Lake County Clerk

County Board
By _____

(Seal)

Title: Chairman of the County Board

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation/County Engineer
Lake County

Executed by the ENGINEER:

Firm: V3 Companies of Illinois, Ltd.

7325 Janes Avenue

Woodridge, IL 60517

ATTEST:

By Louis J. Gallucci

By: Tan R. W.

Title: VICE PRESIDENT

Title: DIVISION DIRECTOR

Lake County – Peterson Road @ IL 60 Construction Engineering – Scope of Services

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The following summarizes the general scope of services the Engineer will be responsible for during the project. The services are broken down into three phases:

- Pre-construction Phase
- Construction Phase
- Final Close-out Phase

1. **Pre-Construction Phase** - We will provide, at a minimum, the following services during the pre-construction phase:

- a. Perform a detailed plan review to identify potential conflicts or other issues that may affect the construction phase;
- b. Attend all "pre-bid" meetings;
- c. Review the construction schedule and staging;
- d. Review the proposed M.O.T. plan to ensure that interruptions to traffic are minimized;
- e. Perform field inspections to ensure that field conditions do not conflict with the intent of the contract documents;
- f. Set-up project files, books and records for proper documentation;
- g. Take existing condition photographs and/or video;
- h. Initiate coordination with outside stakeholders, including utilities;
- i. Attend a minimum of 6 stakeholder meetings including Public Informational meetings, Board meetings; Local Business Owner meetings and County Departmental meetings;
- j. Develop material testing guidelines for QA testing.

2. **Construction Phase** - We will provide, at a minimum, the following services during the construction phase:

- a. Perform on-site inspection to ensure completion of the work in accordance with contract documents. V3 will provide full time staffing at any time contractors are on site for an approximate 20 month schedule. See attached **Hours & Costs Estimate** and **Schedule Assumptions**;
- b. Prepare and submit pay estimates;
- c. Review, prepare and submit for approval contract modifications (change orders), including independent cost estimates;
- d. Review all contractor requests for changes in construction procedures and/or materials and make appropriate recommendations;
- e. Review and process shop drawings/submittals;
- f. Conduct weekly progress meetings and prepare/distribute meeting minutes;
- g. Meet with area business owners and residents to deliver updates of construction activities, schedule and accessibility;
- h. Deliver a monthly Project Status Newsletter to area business owners and residents;
- i. Monitor and update material certifications;
- j. Monitor QC and QA material testing results;
- k. Perform Erosion Control Inspection using a DECI -- Designated Erosion Control Inspector or equivalent as approved by Lake County Stormwater Management. Work with Contractor, LCDOT, LCSMC, IEPA & other stakeholders to meet the intent of the Stormwater Pollution Prevention Plan requirements;
- l. Verify contractor's layout on a random and as-needed basis;

Lake County – Peterson Road @ IL 60
Construction Engineering – Scope of Services

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- m. Inspect pedestrian and vehicular traffic control and document conditions;
 - n. Perform, through a subconsultant, QA testing for concrete, asphalt, aggregates and soils.
3. **Final Close-out Phase** - We will provide, at a minimum, the following services during the close-out phase:
- a. Prepare and monitor the completion of the final punch list;
 - b. Conduct final inspection of contractor's work;
 - c. Make final measurements of all pay items;
 - d. Provide final calculations of all pay items;
 - e. Obtain all back-up documentation required for final payment;
 - f. Prepare and submit the final payment request;
 - g. Review contractor "Record Drawings" for accuracy and recommend if acceptable;
 - h. Compile and transmit all warranties/guaranties.



**V3 COMPANIES OF ILLINOIS, LTD.
GENERAL TERMS AND CONDITIONS**

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses Incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Except in the event that the CLIENT terminates the CONSULTANT for cause, cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

Lake County - Peterson Road @ IL 60 Schedule Assumptions

- | | |
|-------------------------------------|-------------------|
| 1) Advance Contract Letting: | March 23, 2010 |
| 2) Utility Relocation Start: | April 19, 2010 |
| 3) Advance Contract Start: | May 3, 2010 |
| 4) Advance Contract Completion: | June 28, 2010 |
| 5) Mainline Contract Letting: | July 13, 2010 |
| 6) Mainline Contract Start: | August 30, 2010 |
| 7) Mainline Substantial Completion: | September 2, 2011 |
| 8) Mainline Punchlist Completion: | October 3, 2011 |
| 9) Submit Final Project Records: | December 5, 2011 |



Memo

To: Doretha Johnson **File:** Peterson @ IL 60
From: Glenn Petko **Sect:** 00-00098-11-CH
Subject: Request for Appropriation **Date:** 1/26/10

Project Name: Construction Inspection for Peterson Rd. @ IL 60 & advanced contract for same	
Project Limits:	
Description:	
Section Number: 00-00098-11-CH	
Engineering Estimate: Final	

CPMS Report:

Version Number and Date: Example: Ver. 3b, 6/30/2006) → (Appears on bottom of CPMS report)	Ver. 3k, 11/4/2009	
CPMS PIN #: (example: B-00567) →	PIN # E-00401A	
Programmed Amount & Fund(s) for Engineering: (From CPMS)	\$757,800.00	MT
		MFT
		MFT
		MFT

Appropriation Request

Appropriation Request For: Engineering	Estimated Cost	\$1,065,803.55
	+20% for Contingency	\$213,160.71
	Total Request*	\$1,280,000.00

*Round the request total to the nearest \$5,000.00

Target Let Date:

Additional Notes:

**Lake County - Peterson Road @ IL 60
Estimated Phase III Hours and Costs**

Classification	Rate*	DLM	Billing Rate	4 Week Period Ending											
				3/20/10	4/17/10	5/15/10	6/12/10	7/10/10	8/7/10	9/4/10	10/2/10	10/30/10	11/27/10	12/25/10	1/22/11
V3 Construction Engineering															
Division Director	\$63.22	2.8	\$177.02	4	6	8	8	8	10	10	10	10	10	10	8
Resident Engr	\$41.49	2.8	\$116.17	40	80	160	180	180	180	200	200	200	180	180	160
Project Engr	\$31.97	2.8	\$89.52						160	180	180	180	160	120	
Engineer I/II	\$27.39	2.8	\$76.69							120	160	160	160		
Survey Crew			\$125.00						80	40			40		
Phones (Month)			\$70.00			1	1	1	2	3	3	3	3	2	
Vehicles (Day)			\$45.00	5	10	20	20	20	50	65	65	65	65	35	
Materials insp (STATE)															
Principal Engr	\$70.00	2.8	\$196.00								1		1		
Associate Engr	\$60.00	2.8	\$168.00								2		2	1	
Mats Tester HMA	\$34.85	2.8	\$97.58									40	20		
Mats Tester PCC	\$34.85	2.8	\$97.58			4	8					8	4		
Mats Tester Soils	\$34.85	2.8	\$97.58							20	80	60	40		
Phones (Month)			\$70.00							1	1	1	1		
Vehicles (Day)			\$45.00			1	2			4	6	8	4		
OT Premium (Hr)			\$17.42							5	20	25	15		
HMA Lab Tests (Each)			\$150.00					5	10	15	20	15	5		
PCC Lab Tests (Each)			\$21.00			4	8					8	4		
Agg Lab Tests (Each)			\$175.00			1					2	5			
Soils Lab Tests (Each)			\$175.00							3	5	5	3		

* V3 rates shown here are average per classification. V3 will bill actual rates of the employees assigned to this project.