

**A RESOLUTION APPROVING A  
2017 MFT PROGRAM PROFESSIONAL SERVICES AGREEMENT  
WITH TROTTER AND ASSOCIATES, INC.**

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AS FOLLOWS:

**Section 1**

The 2017 MFT Program Professional Services Agreement with Trotter and Associates, Inc. in words and figures as attached hereto as EXHIBIT 1, shall be and hereby is approved in substantially the form attached.

**Section 2**

The Village President and Village Clerk are hereby authorized to execute EXHIBIT 1 on behalf of the Village.

**Section 3**

This resolution shall take full force and effect upon its passage and approval as provided by law.

Passed this 2 day of May, 2017 pursuant to a roll call vote as follows:

	<b>AYES</b>	<b>NAYES</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Trustee Laura B. Andersen	<u>X</u>	_____	_____	_____
Trustee Susan P. George	<u>X</u>	_____	_____	_____
Trustee James McKelvie	_____	_____	<u>X</u>	_____
Trustee Mike Millette	<u>X</u>	_____	_____	_____
Trustee Michael O'Dwyer	<u>X</u>	_____	_____	_____
Trustee Michael Tyrrell	<u>X</u>	_____	_____	_____
President Harry Blecker	_____	_____	_____	_____

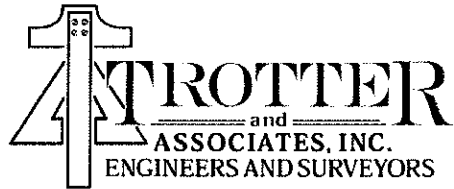
**APPROVED** this 2 day of May, 2017

  
 \_\_\_\_\_  
 Harry Blecker, Village President

(SEAL)

ATTEST:

  
 \_\_\_\_\_  
 Nicholas Girka, Village Clerk



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April 25, 2017

Ron Searl  
Village of Campton Hills  
Interim Village Administrator  
40W270 LaFox Road  
Suite B  
Campton Hills, IL 60175-7624

**Re: 2017 MFT Program**  
Professional Services Agreement

Dear Mr. Searl,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Campton Hills (CLIENT) for the 2017 MFT Program (hereinafter referred to as the "PROJECT").

#### **Project Background**

The Village is looking to complete the engineering and paperwork required to perform its 2017 MFT maintenance program. Typically, the Village completes its engineering through Kane County DOT by including its MFT maintenance program with the Campton Township streets MFT program. In 2017, the Township does not have any streets identified for its MFT maintenance program, thus the County will not process the Village program.

#### **Project Understanding**

It is TAI's understanding that the Village of Campton Hills wishes to pursue civil engineering services for the completion of their 2017 MFT maintenance program. We have attached the *IDOT Procedural Guidelines for the Assemblage and Handling of an MFT Maintenance Section* Contract Maintenance Sections I to XIV in Appendix E as the scope of services required to complete the project.

It is TAI's understanding that no construction services will be provided as a part of this contract and that TAI's obligations will end with the successful award of the contract to a responsible bidder.

### **Project Schedule**

The following outline will need to be followed for the MFT project:

1. A resolution passed by the Village Board stating the amount of MFT funding to be appropriated for the resurfacing work including costs for:
  - a. Construction
  - b. Design Engineering
  - c. Construction Observation
  - d. Material TestingAs per IDOT form BLR 14230
2. Contract for design to be signed. Contract is for 5% of construction cost plus \$1,250 base fee as per IDOT forms BLR 14231, BLR 05520, and BLR 14221.
3. Design and Letting for the MFT Project will be completed as outlined in **Exhibit E – Scope of Services**
4. The award to the successful bidder shall be made by the Board of Trustees.
5. **Construction observation to be completed by others.**

### **Scope of Services**

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

#### **Prepare Plans, Specifications and Estimates**

- A. MFT Plans, Specifications and Estimates will be completed in accordance with the attached IDOT Document *Procedural Guidelines for the Assemblage and Handling of an MFT Maintenance Section* as provided in Appendix E.
- B. Coordination with IDOT through letting will be performed as a part of this contract as defined in **Exhibit E – Scope of Services**.

#### **Letting of Project**

- A. Letting of the project will be in accordance with the attached IDOT Document *Procedural Guidelines for the Assemblage and Handling of an MFT Maintenance Section* as provided in Appendix E.

#### **Construction Observation**

- A. Construction Services are not a part of this contract.

All permit fees are the responsibility of the CLIENT.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

## **Compensation**

### ***For Basic Services Having A Determined Scope -- Percentage of Construction Cost Method of Payment***

An amount equal to five (5) percent of the Construction Cost plus \$1,250 base fee as per IDOT forms BLR 14230, BLR 14231, BLR 05520, and BLR 14221. This amount includes compensation for ENGINEER's Services and services of ENGINEER's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and Reimbursable Expenses. The total compensation for services is estimated to be **\$19,425**. However, this amount is subject to change based on the actual appropriated MFT funds as per the above IDOT forms.

As a basis for payment to ENGINEER, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by ENGINEER:

- a. For Work designed or specified and incorporated in the completed Project, the actual final cost of the work performed by Contractor and paid by CLIENT.
- b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.
- c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, ENGINEER's most recent opinion of probable Construction Cost.
- d. Labor furnished by CLIENT for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by CLIENT will be included at current market prices.
- e. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

#### Progress payments:

- a. The portion of the amounts billed for ENGINEER's services which is on account of the Percentage of Construction Cost will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Percentage of Construction Cost.

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**Miscellaneous**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.

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**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Village of Campton Hills

By: [Signature]

Title: President

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

Address for giving notices:

Designated Representative

Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Trotter and Associates, Inc:

[Signature]

By: Louis Arrigoni, P.E.

Title: Senior Project Manager

Date Signed: April 25, 2017

Address for giving notices:

40W201 Wasco Road  
Suite D  
St. Charles, IL 60175

Designated Representative

Louis Arrigoni

Title: Senior Project Manager

Phone Number: 630-587-0470

Facsimile Number: 630-587-0475

E-Mail Address: [larrigoni@trotter-inc.com](mailto:larrigoni@trotter-inc.com)

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

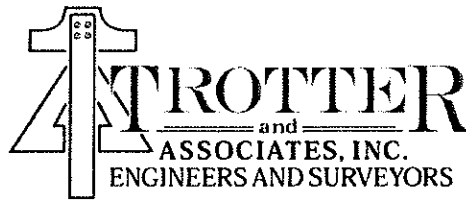
EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

EXHIBIT E – SCOPE OF WORK

*THIS PAGE IS INTENTIONALLY LEFT BLANK*

CLIENT Initial \_\_\_\_\_  
TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

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### ARTICLE 1 - SERVICES OF ENGINEER

#### 1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

#### 2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.



- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

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#### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

#### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable

costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

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##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

##### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting

practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

#### ARTICLE 5 - OPINIONS OF COST

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##### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

##### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

##### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

#### ARTICLE 6 - GENERAL CONSIDERATIONS

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##### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

#### 6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

#### 6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### 6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the

- electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
  - F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. 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 such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
  - G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
  - H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
  - E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
  - F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
  - 1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  - 2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  - 3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  - 4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - 5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

#### 6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
    - a. By either party upon 30 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.
    - b. By ENGINEER:
      - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
      - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. *For convenience,*
    - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors,

administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### 6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

#### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii)

warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other

than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.16 Headings

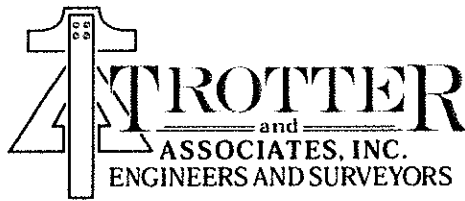
- A. The headings used in this Agreement are for general reference only and do not have special significance.

#### 6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial \_\_\_\_\_  
 TAI Initial \_\_\_\_\_



**EXHIBIT B  
 SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2017 Schedule of Hourly Rates		2017 Reimbursable Expenses		
Classification	Billing Rate	Item	Unit	Unit Price
Principal	\$224.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Senior Project Manager	\$214.00			
Project Manager	\$189.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Professional Land Surveyor	\$179.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Project Coordinator	\$179.00			
Senior Project Engineer	\$179.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Engineer Level IV	\$166.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level III	\$149.00			
Engineer Level II	\$130.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Engineer Level I	\$110.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineering Intern	\$51.00	Comb Binding < 120 Sheets	Each	\$3.50
Senior Technician	\$155.00	Binding Strips ( Engineering Plans)	Each	\$1.00
Technician Level IV	\$134.00	5 Mil Laminating	Each	\$1.25
Technician Level III	\$122.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level II	\$109.00			
Technician Level I	\$96.00	Copy 11" x 17" - Black and White	Each	\$0.25
Clerical Level II	\$75.00	Copy 8.5" x 11" - Color	Each	\$0.25
Clerical Level I	\$63.00			
Survey Crew Chief	\$151.00	Copy 8.5" x 11" - Black and White	Each	\$0.12
Survey Technician Level II	\$80.00	Recorded Documents	Each	\$25.00
Survey Technician Level I	\$65.00	Plat Research	Time and Material	
Prevailing Wage Survey Foreman**	\$181.00	Per Diem	Each Day	\$30.00
Prevailing Wage Survey Worker**	\$176.00	Field / Survey Truck	Each Day	\$45.00
Sub Consultants	Cost Plus 5%	Postage and Freight		Cost
		Mileage	Per Mile	Federal Rate

*\*\*Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

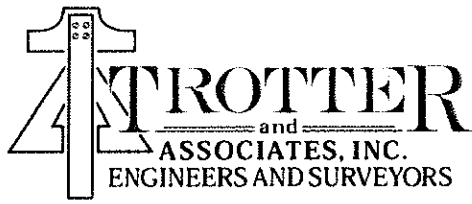
*Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*



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TAI Initial \_\_\_\_\_



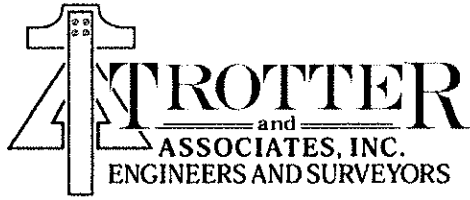
**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

\*\*\*\*\*

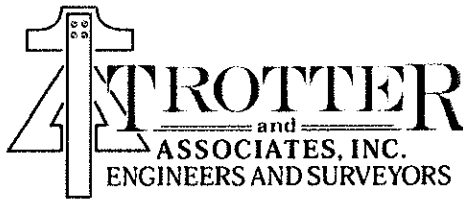
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**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[ \_\_\_\_\_ ]

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

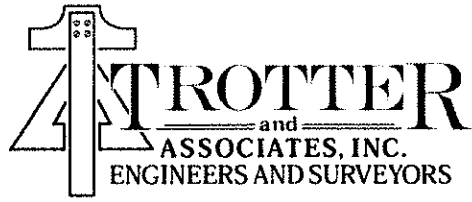
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TITLE

TITLE

CLIENT Initial \_\_\_\_\_

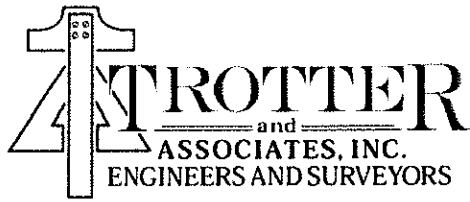
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**EXHIBIT E  
SCOPE OF SERVICES**

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**PROCEDURAL GUIDELINES**  
**FOR**  
**THE ASSEMBLAGE AND HANDLING**  
**OF**  
**AN MFT MAINTENANCE SECTION**

Please note that the most current version of our forms should always be submitted; these forms may be obtained from our Web site at <http://www.idot.illinois.gov/home/resources/Forms-Folder/1>.



2. This action, by all parties, will close the accounts for both, maintenance and engineering for a particular year, and will also be indicated in the official MFT audit.

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## **CONTRACT MAINTENANCE**

***Determination of Contract Maintenance Resurfacing per Local Roads and Streets Manual – Surface removal and replacement at the same elevation with no geometric changes, maximum 5% patches and/or 5% curb & gutter removal and replacement***

- I. MUNICIPAL MAINTENANCE RESOLUTION** - Form BLR 14230 – *3 copies required.*

NOTE: Supplemental resolution is not required if original resolution included adequate appropriation of MFT funds.

If contract operations were not included with Day Labor Maintenance resolution, then complete supplemental resolution same as for day labor maintenance, Item I-A, B, and C.

- II. MUNICIPAL ESTIMATE OF MAINTENANCE COSTS** – Forms BLR 14231 and 14232 – *3 copies required.*

NOTE: If all contract maintenance operations were included in previous estimate, this form is not required.

If contract operations were not included with Day Labor Maintenance estimate then complete form as directed for Day Labor Maintenance, Items II-A, where applicable.

Engineering fees shall be based on total cost of all maintenance operations.

- III. MAINTENANCE ENGINEERING STATEMENT** – Form BLR 05520 – *3 copies required.*

NOTE: Not required where agreement has been submitted previously for same maintenance period and if schedule of fees included correct percentage brackets.

If agreement has not been submitted previously, then submit as directed for day labor maintenance – Item III.

**IV. LOCAL PUBLIC AGENCY FORMAL CONTRACT PROPOSAL – Form BLR 12200 – 3 copies required.**

- A. Insert name of County
- B. Insert name of Municipality
- C. Check boxes for “Estimate of Cost”, “Specifications”, “Plans”, and “Contract Proposal”.
- D. Insert proper Section Number.
- E. Insert type of funds used.
- F. To be signed by Local Agency Mayor, President or authorized Municipal Official. **(Local official rubber stamped signatures are not acceptable).**
  - 1. Reason for signature is to verify acknowledgement by municipality of work to be accomplished.
- G. Engineer should affix his or her Professional Engineers (PE) seal.

**V. NOTICE TO BIDDERS – Page 2 of Form BLR 12200 – 3 copies required.**

- A. Time and Place of Opening Bids
  - 1. Insert municipality, county, and MFT section number.
  - 2. Insert where the proposals will be received.
  - 3. Leave time and date blank, if letting date has not been determined.
- B. Description of Work

**V. NOTICE TO BIDDERS (Cont.)**

- 1. Insert name of street (if more than one location insert the word “various”)

2. Insert total length in feet and miles.
  3. Insert termini or the word "various".
  4. Describe maintenance work as described on forms BLR 14231 and 14232.
- C. Instructions to Bidders
1. Insert where plans and proposals form may be obtained including phone number of contact person and proposal fee.
- D. Type in awarding authority (agency name)
- E. Type or sign Clerk's name
- F. Insert in Proposal Booklet

## VI. SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATION

- A. The following shall be included in **all** proposals (*3 copies required*):
1. Index for Supplemental Specifications, adopted 04/01/16.
  2. Check Sheet for Recurring Special Provisions, adopted 04/01/16
    - a. Place an "x" by applicable Recurring Special Provisions
  3. Check Sheet for Recurring Local Roads and Streets Special Provisions, adopted 04/01/16.
    - a. Place an "x" by applicable Local Roads and Streets Recurring Special Provisions (LRS)
  4. Insert Index of Special Provisions
  5. Special Provisions - Form BLR 11310
    - a. Opening paragraph

## VI. SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATION (Cont.)

- i. Insert latest "Standard Specifications for Road and Bridge Construction" adopted date in the blank after the word "adopted."

- ii. Insert section number
  - b. Insert location of Improvement
  - c. Insert description of Improvement
  - d. Insert all other appropriate special provisions or supplemental specifications required to clarify specific types of work, material or construction procedure shall be so indicated on form BLR 11310 or other forms at the municipality's discretion.
6. Check Sheet for BDE Special Provisions.
- a. Place an "x" by applicable Special Provision Titles.
7. Local Agency or Consultant should insert the BDE Special Provisions marked on Check Sheet.
8. Local Agency or Consulting Engineer should insert applicable Local Roads (LR) Special Provisions.
9. Prevailing Wages for Construction Trades (updated monthly)
- a. Insert the wages for the Counties that apply to the project
  - b. The current wage rates are available on the Department of Labor's web site at: <http://www.state.il.us/agency/idol/>.
- B. Insert all of Section VI A in the proposal booklet.

**VII. PROPOSAL – Page 3 of Form BLR 12200 – 3 copies required.**

- A. Insert name of municipality, county, and MFT Section Number
- B. Describe improvements as indicated on Notice to Bidders.
- C. State who prepared plans (name and address) in paragraph 2.

**VII. PROPOSAL (cont.)**

- D. Leave approval date blank
- E. Insert number of working days in paragraph 5

- F. Mark appropriate box for bid bond and insert City, Town, or Village, whichever is applicable, and name of municipality in paragraph 6
- G. Leave amount of proposal guarantee blank
- H. Fill in appropriate MFT Section Number, if applicable, in paragraph 7
- I. Insert in Proposal Booklet

**VIII. SCHEDULE OF PRICES** – Forms BLR 12200a (Pages 1 and 2), and page 5 & 6 of BLR Form 12200 – *3 copies required.*

- A. List items and quantities shown on maintenance estimate (BLR 14231)
- B. Contractor will affix signatures on page 6 of BLR 12200 when submitting bid.
- C. Insert in Proposal Booklet

**IX. BIDDERS AFFIDAVIT** (when prequalification is required) - Form BC 57 – *3 copies required*

- A. Prequalification **is required** on all construction proposals greater than \$50,000.00. For contracts less than \$50,000.00 prequalification is optional.
- B. Contractor must complete the form and submit it with their bid when required.
- C. Insert in proposal booklet

**X. LOCAL AGENCY PROPOSAL BID BOND** – Form BLR 12230 – *3 copies required*

- A. Fill in the Local Agency name and section number at the top of the form.
- B. Contractor must complete the remaining portion of this form and return it with their bid.
  - 1. Used in place of a bank cashiers check or certified check.

**X. LOCAL AGENCY PROPOSAL BID BOND (Cont.)**

- C. Insert in proposal booklet.

**XI. CERTIFIED APPRENTICESHIP AND TRAINING PROGRAM** - Form BLR 12325 – *3 copies required*

- A. Include in all contract proposals.
  - 1. The Local Agency should complete the top portion of this form.
    - a. Fill in the Local Agency name and the Section Number.
    - b. Mark the first box.
  - 2. The Contractor must complete the bottom portion of this form.
    - a. If this space is left blank, **the proposal shall not be read**. The bidder will be considered not responsible and therefore, ineligible for award.

## **XII. AFFIDAVIT OF ILLINOIS BUSINESS OFFICE Form BLR 12326**

- A. Complete top portion and insert in proposal booklet.

## **XIII. ADVERTISEMENT OF BIDS**

- A. Approval of papers and method of setting up a letting is the same as noted in Item IX for Day Labor Maintenance.

## **XIV. PREPARATION OF PROPOSAL FOR BIDDERS**

- A. Contents
  - 1. Proposal/Contract Cover – Form BLR 12200
    - a. Complete as detailed in Item IV.
  - 2. Notice to Bidders – Page 2 of Form BLR 12200
    - a. Complete as detailed in Item V and **provide time and date of letting**.
  - 3. Special provisions and supplemental specifications
    - a. Same as IDOT approved copy Item VI
  - 4. Proposal – Page 3 of Form BLR 12200
    - a. Complete as detailed in item VII, same as approved copy.
    - b. **In paragraph 2, show date of approval.**

5. Schedule of Prices – Form BLR 12200a
  - a. Complete as detailed in item VIII same as IDOT approved copy.
  - b. Attach A (1-5) together.
- B. Distribute to bidders.

#### XIV. LETTING

- A. Open proposals at designated times and places
  1. Designated person to open bids.
  2. Contractor name and address should be filled in on proposal cover (BLR 12200).
  3. Contractors name should be filled in at the top of the proposal.
  4. Proposal guarantee shall be for proper amount.
  5. A bidder affidavit should be interested in proposal if prequalification is required.
  6. Schedule of prices shall be completed by bidder with unit prices, extended prices, and total bid price.
  7. Proposal signatures page should be signed by the contractor.
  8. Contractor should complete the Proposal Bid Bond (if applicable)
  9. Bottom of the Certified Apprenticeship and Training Program (BLR 12325) must be completed by the contractor. If this space is left blank, **the proposal shall not be read** and the bidder will be considered not responsible and therefore ineligible for award.
- B. When all proposals have been opened and the successful bidder determined, the approval of the award to the successful bidder shall be made by the Council or Board of Trustees. The awarding agency should wait a minimum of 8 days (including the day of the bid opening to ensure no protests have been received on the apprenticeship and training certification requirement.
- C. The awarding agency must notify the lowest responsible contractor of the agency's intent to award the contract by sending a copy of the contract and contract bond within 45 days.

- D. The Contactor must be executed by the successful bidder and returned with the contract bond within 15 days of receipt or it will result in cancellation of the award and forfeiture of the proposal guaranty
- E. Tabulation of Bids – Form BLR 12315 – 1 copy required.
  - 1. This form will be prepared by the municipality at the time of letting and submitted to the District Office.
    - a. Municipality may choose to use a bid tabulation form other than BLR 12315 but it must have all of the appurtenant information.

## **XV. COMPLETION OF CONTRACT AND CONTRACT BOND BOOKLET**

- A. Contents (**4 copies of each form are required**)
  - 1. Local Public Agency Formal Contract – Form BLR 12320
    - a. Contractor’s name and address should be filled in at the top right hand corner.
    - b. Insert name of County
    - c. Insert name of Municipality
    - d. Check boxes for “Specifications”, “Plans” (if included in the Contract Booklet), “Contract Proposal”, “Contract” and “Contract Bond”.
    - e. Insert Section Number
    - f. Insert type of funding
    - g. Local Agency’s Mayor, President or authorized Municipal Official should affix his or her signature.
    - h. The date inserted should be the same date the municipality signs the second page of BLR 12320) and Contract Bond (BLR 12321).
  - 2. Notice to Bidders – Page 2 of BLR 12200
    - a. All blanks should be filled in as explained in V (A-E).
    - b. Fill in date and time that bids were received and opened.



3. Special Provisions, Specifications and Standards as they were approved in the plan proposal booklet.
4. Addenda to the plan proposal booklet.
5. Proposal – Page 3 of form BLR 12200
  - a. Insert the contractor’s name and address in paragraph 1.
  - b. Insert the District’s approval date in paragraph 2.
  - c. Fill in the amount of the bid bond in paragraph 6.
  - d. All other blanks should be completed in accordance with VII (A-I).
6. Schedule of Prices – Form BLR 12200a Pages 1 and 2.
  - a. Bid prices should be inserted and extended and a total bid price shown.
7. Proposal Signature Page – Page 6 of Form BLR 12200.
  - a. Contractor’s name, address, and signatures should be inserted.
8. Contract – Form BLR 12320.
  - a. Fill in all blanks.
  - b. The date inserted should be the same as the local agency signs the Contract Bond (BLR 12321).
9. Contract Bond – Form BLR 12321.
  - a. Complete all information on page 1. The amount of the bond shall be equal to or greater than the awarded contract amount.
  - b. Dates, signatures, and seals on page 2.
    - i. Dates inserted by the contractor and surety should be the same as or prior to the date the local agency signs the bond.

- ii. Dates of notarization of contractor(s) signature and attorney in fact may be the same as or after date of their signing but prior to the date signed by local agency.
- iii. Date the local agency signs bond shall be the same as that shown on the contract form (BLR 12320) and the same or later than the rest of the contract bond dates.
- iv. Seals that must be affixed to contract bond:
  - aa. Local Agency (optional)
  - bb. Surety Company
  - cc. Notary Public (2)
  - dd. Contractor's corporate seal (optional)

10. Approval of contract by Department

- a. Submit copies to District Office for approval
- b. Upon approval by the Department, two copies of the approved contract will be returned to the Clerk, of which one copy shall be forwarded to the contractor.

**XVI. AUTHORIZATION OF FUNDS**

- A. Funds for contract maintenance will have already been authorized in the amount of the estimate under Item VII – B for Day Labor Maintenance.
- B. If approved contract price is over the estimate, the District Office will authorize the municipality to expend the balance up to the approved appropriation.
- C. Engineering will also be adjusted accordingly.

NOTE: A supplement resolution may be requested if original is not enough to cover both Day Labor and/or contract prices if approved bids are too much in excess of the estimate that the original appropriation provide for.

**XVII. REQUEST FOR APPROVAL OF CHANGE IN PLANS – Form 13210**  
*3 copies required.*

- A. Required whenever there are additions or deductions to the contract.
- B. For pay items not included in contract, submit justification, and/or reason for addition together with letter of agreed price from the contractor.
- C. Select the appropriate statement for all change orders when the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more (Section 33 E-9 of Public Act 85-1295).

NOTE: Work to be added to the contract shall be approved by District Office prior to proceeding with the specific work.

- D. Indicate nature and reason for changes. Need specific reasons for any pay items that have a change of more than \$20,000.
- E. Form shall be signed by municipal official typically the Clerk.
- F. Submit all copies to District Office for approval.
- G. One approved copy will be returned to the Clerk.

**XVIII. ENGINEERS FINAL PAYMENT ESTIMATE – Form BLR 13231 – 3 copies required.**

- A. Submit upon completion of work and after all “Changes in Plans” have been submitted and approved by District Office.
- B. Show quantities from “Schedule of Prices” forms (BLR 12222 & 12223) as bid upon and also show the final quantities.
  - 1. Any difference from contract and final quantities shall be verified by a Request for Approval of Change in Plans.
- C. Form shall be signed by municipal official and by resident or consulting engineer.
- D. Submit all copies to District Office for approval.
- E. Reason for submitting:
  - 1. Provides municipality with final quantities and cost of the specified operations to be shown on Maintenance Expenditure Statement – Form BLR 14310

**XIX. MUNICIPAL MAINTENANCE EXPENDITURE STATEMENT – Form  
BLR 14310 – 4 copies required.**

- A. See item XIV – Day Labor Maintenance
- B. Include Contract Maintenance with reference to operation and note “by contract.”



## **PERMISSIBLE USES OF THE ILLINOIS MOTOR FUEL TAX FUND**

### **Municipal Construction and Maintenance**

- Bicycle Parking Facilities, Paths, Signs and Markings
- Municipal Streets and Extensions
- Grade Separations and Approaches
- Municipal Alleys
- Nondedicated Subdivision Roads (est. prior to July 23, 1959)
- Off Street Parking Facilities
- Pedestrian Subway or Overhead Crossings
- Railroad Signal Protection and Crossing Work
- Right-of-Way
- Salt Storage Facilities
- Sidewalks and Pedestrian Paths\*\*
- State Routes, County Highways, Federal-aid Routes and Extensions within a Municipality
- Storm Sewers
- Street Lighting Systems
- Traffic Control Devices and School Crossing Signals
- Tree Trimming and Tree Removal (Emergency and/or Safety Related)
- Utility Adjustment\*\*
- Wheel Chair Ramps\*\*

### **OTHER MUNICIPALITY USES**

- Engineering Services
- Equipment Operation Usage Cost and Rental
- Health, Hospitalization, and Life Insurance for Employees
- Holidays, Vacation, and Sick Leave for Employees
- Local Mass Transit
- Matching Federal Monies
- Miscellaneous Expenses in Connection with Bond Issue Improvements
- Motor Vehicle Safety Inspection Lanes Operation and Maintenance
- Wages and Salaries for Employees
- Payment of Principal and Interest on Road Bonds
- Retirement Fund and Social Security Fund for Employees
- Retirement Indebtedness
- Workers Compensation Insurance Premium for Employees
- Engineering Investigation
- Toll Bridge Studies

\*\* When included as part of a highway improvement project

**NOTE: All uses of Motor Fuel Tax Funds are subject to the provisions and limitations reflected in the BLRSM and ILCS.**