



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: February 1, 2016

MEMO TO: Bonnie Thomson Carter, Chair
Planning and Restoration Committee

S. Michael Rummel, Chair
Finance and Administrative Committee

Agenda Item# 9.7

FROM: Randall L. Seebach, Director
Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for Phase III Engineering Services for the Lyons Woods Trail Connection to V3 Companies of Illinois, LTD, Woodridge, Illinois, in the Contract Price of \$259,698.69.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections, Leadership, Organizational Sustainability

FINANCIAL DATA: This project was approved as part of the adopted FY 2015/2016 Capital Improvement Plan in the amount of \$950,000.00. The actual construction engineering cost of \$259,698.69 will be charged to account 35634100-803200-63010. Through the TAP funding, IDOT will reimburse the District \$207,759.00 which is 80% of the construction engineering costs.

BACKGROUND: In 2005, the U.S. Congress passed the Safe, Accountable, Flexible, Efficient Transportation Equity Act. This act continued the requirement that states set aside 10% of their Surface Transportation Program for projects that enhance the transportation system. With the passage of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Congress created the Transportation Alternatives Program (TAP) to support non-motorized transportation. The goal of the TAP is to support alternative modes of transportation and improve the quality of life in communities. Under TAP, and with CMAP, the Illinois Department of Transportation (IDOT) works with local agencies such as the Lake County Forest Preserve District (District) to enhance the transportation system and build more livable communities with amenities such as trails.

In March 2015, the District applied to the Chicago Metropolitan Agency for Planning (CMAP) for funding under the TAP to construct a trail that would connect Lyons Woods Forest Preserve with Waukegan Savanna Forest Preserve. The trail will be routed primarily through the ComEd corridor starting at the Robert McClory Bike Path and ending just east of Green Bay Road. A portion of the trail will be routed through Bevier Park and Henry Pfau Callahan Park.

In November 2015, the District received notification that the Lyons Woods Trail Connection project was approved for funding in an amount up to 80% of the construction and construction engineering costs. The State of Illinois (State), acting by and through its Department of Transportation, will administer the contract. Phase III Construction Engineering services are required by IDOT to administer all TAP projects.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel

PRESENTER: Randall L. Seebach

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR PHASE III ENGINEERING SERVICES
FOR THE LYONS WOODS TRAIL CONNECTION**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase Phase III engineering services, including the preparation of plans and submittals to complete the final design, specifications, bid documents and construction supervision for the Lyons Woods Trail Connection (the "Services"); and

WHEREAS, the Director of Planning and Land Preservation and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited a proposal for the Services; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Planning and Land Preservation, the Planning and Restoration Committee, and the Finance and Administrative Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by V3 Companies, be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to V3 Companies (the "Contract") in the amount of \$259,698.69 (the "Contract Price"); and

WHEREAS, the District has a satisfactory relationship with V3 Companies for engineering services; and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by V3 Companies is the proposal that is most advantageous to the District and that the Contract Price is fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Award of Contract. The Contract for the Services in the amount of the Contract Price, in substantially the form attached hereto, is hereby awarded to V3 Companies.

Section 3. Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4. Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____ 2016

AYES:

NAYS:

APPROVED this ____ day of _____ 2016

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

Local Agency Lake County Forest Preserve District	L O C A L A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	C O N S U L T A N T	Consultant V3 Companies
County Lake				Address 7325 Janes Ave.
Section 14-F3000-04-BT				City Woodridge
Project No. CMM-4003(645)				State IL
Job No. C-91-165-16				Zip Code 60517
Contact Name/Phone/E-mail Address Jeff Sloom 847-968-3277				Contact Name/Phone/E-mail Address Tom Valaitis 630-729-6286 tvalaitis@v3co.com

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

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

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

Project Description

Name Lyons Woods Trail Route _____ Length 1.94 Mi Structure No. _____
Termini IL 131 (Green Bay Road) to east of Lewis Avenue

Description: Construction of an HMA multi use path and auxilliary work required to complete the path including earthwork, traffic signal, tree removal, aggregate, storm sewer, erosion control and a truss structure.

Agreement Provisions

I. THE ENGINEER AGREES,

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

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

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

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

II. THE LA AGREES,

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

Cost Plus Fixed Fee Formulas

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

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

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

Specific Rate (Pay per element)

Lump Sum _____

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

With Retainage

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

Without Retainage

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

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

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

III. It is Mutually Agreed,

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

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

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

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

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

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
V3 Companies	0	\$240,645.43
Sub-Consultants:	TIN Number	Agreement Amount
Material Solutions Laboratory Corp	0	\$19,053.26
	Sub-Consultant Total:	\$19,053.26
	Prime Consultant Total:	\$240,645.43
	Total for all Work:	\$259,698.69

Executed by the LA:

Lake County Forest Preserve District
 (Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

V3 Companies

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Exhibit A - Construction Engineering

Route: Lyons Woods Trail
 Local: Lake County Forest Preserve District
 (Municipality/Township/County)
 Section: 14-F3000-04-BT
 Project: CMM-4003(645)
 Job No.: _____

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

Overhead Rate (OH) 158.25 %
 Complexity Factor (R) 0.00
 Calendar Days 180

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 14.5%[(DL + R(DL) + OH(DL) + IHDC)]
 Fixed Fee 2 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars									
Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (OH*DL)	Services by Others (SBO)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Total
PM/Doc	RE	1040.00	\$45.85	\$47,684.00	\$75,459.93	\$0.00	\$10,075.00	\$19,316.74	\$152,535.67
Inspection	Sen Cons Tech	480.00	\$39.51	\$18,964.80	\$30,011.79	\$0.00	\$3,900.00	\$7,667.10	\$60,543.69
QA	Division Director	26.00	\$70.00	\$1,820.00	\$2,880.15	\$0.00	\$0.00	\$681.52	\$5,381.67
Survey	Survey Crew	240.00	\$31.26	\$7,502.40	\$11,872.54	\$0.00	\$0.00	\$2,809.36	\$22,184.30
Materials Insp	MSL	0.00	\$0.00	\$0.00	\$0.00	\$19,053.36	\$0.00	\$0.00	\$19,053.36
Totals		1,786.0		\$75,971.20	\$120,224.41	\$19,053.36	\$13,975.00	\$30,474.72	\$259,698.69



Prime Consultant

Name _____
Address _____
Telephone _____
TIN Number _____

Project Information

Local Agency _____
Section Number _____
Project Number _____
Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

Lyons Woods Trail

**Projected Manhours
from 5/15/2016 through project Completion**

V3		Hours Based on 4 week Billing cycles											Total Hours
Classification	Role	6/10/16	7/8/16	8/5/16	9/2/16	9/30/16	10/28/16	11/25/16	12/23/16	4/15/17	5/13/17	6/10/17	
Valaitis	QA/QC	2	4	4	4	4	4	2				2	26
Garth	RE	100	100	100	120	120	120	100	100	60	60	60	1040
Rabiola	S. Tech		80	80	80	80	80	80					480
													0
Survey	Crew	120						120					240
Vehicles		17	25	25	25	25	25	28	15	10	10	10	215

Assumptions

IDOT let project let in April of 2016, expected start in June with 80 working days. Substantial completion the end of October into the first part of November. Final Landscaping, punchlist and closeout work expected in th spring of 2017.



COMPANY NAME: **V3 Companies**

PTB NUMBER: **Lyons Wood Trail**

TODAY'S DATE: **1/7/2016**

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		215	\$65.00	\$13,975.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$18.10	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Vehicle Owned or Leased	Cost increase from \$45/full day to \$65/full day			\$20.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$13,975.00

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific



Direct Costs Check Sheet

Firm Name: Material Solutions Laboratory PTB/Item No: Lyons Woods Trail

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

Item	Allowable	Contract (1) Rate	Quantity (n/a for work orders)	Total
Per Diem	Up to State Rate Maximum			\$0.00
Lodging (Overnight)	Up to State Rate Maximum			\$0.00
Lodging (Extended)	Actual Cost (based on IDOT's and firm's policy)			\$0.00
Air Fare Coach Rate (with two weeks' notice)	As Approved			\$0.00
Vehicles:				
Mileage	Up to State Rate Maximum			\$0.00
Daily Rate (owned or leased)	\$45/day	\$65.00	10.00	\$650.00
Overtime	(Premium Portion)	\$58.34	0.00	\$0.00
Tolls	Actual Cost			\$0.00
Digital Photo Processing	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
Cell Phones – (traffic systems, survey, phase III only)	\$70/month/phone (maximum) – Phase III (max. of three without IDOT approval)	\$70.00	0.00	\$0.00
Telephone Usage (traffic system monitoring)	Actual Cost			\$0.00
2-Way Radio (survey or phase III only)	Actual Cost	\$60.00	0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost			\$0.00
Copies of Deliverables/Mylars (in-house)	Actual Cost			\$0.00
Copies of Deliverables/Mylars (outside)	Actual Cost			\$0.00
Specific Insurance (required for project)	Actual Cost			\$0.00
CADD	Actual Cost (max. \$15.00/hour)			\$0.00
Monuments (permanent)	Actual Cost			\$0.00
Advertisements	Actual Cost			\$0.00
Web Site	Actual Cost			\$0.00
Facility Rental for Public Meetings & Exhibits/Renderings & AV	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Recording Fees	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost			\$0.00
Core Density Determination	Actual Cost	\$75.00	0.00	\$0.00
HMA Air Voids	Actual Cost	\$450.00	2.00	\$900.00
AC Content (Ignition)	Actual Cost	\$160.00	2.00	\$320.00
AC Content (Reflux)	Actual Cost	\$260.00	2.00	\$520.00
Gradations	Actual Cost	\$160.00	7.00	\$1,120.00
Standard Proctor (AASHTO T99)	Actual Cost	\$250.00	6.00	\$1,500.00
Organic Content	Actual Cost	\$160.00	0.00	\$0.00
Compressive Strength of Test Cylinders	Actual Cost	\$27.00	60.00	\$1,620.00
Atterberg Limits	Actual Cost	\$160.00	5.00	\$800.00
Flexural Beam Breaks	Actual Cost	\$50.00	0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (requires 2-3 quotes)			\$0.00
Traffic Control and Protection	Actual Cost (requires 2-3 quotes)			\$0.00
Aerial Photography and Mapping	Actual Cost (requires 2-3 quotes)			\$0.00
Utility Exploratory Trenching	Actual Cost (requires 2-3 quotes)			\$0.00
Shift Differential	Actual Cost (based on firm's policy)	\$3.90	0.00	\$0.00
PROJECT Site Travel	Actual Cost (based on IDOT's and firm's policy)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Actual Cost (requires 2-3 quotes)			\$0.00
	Include 2-3 vendor quotes and explanation for necessity.			\$0.00
TOTAL				\$7,430.00

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



Section 601 – No persons in the United States shall, on the grounds of race, color or national origin, be excluded from participating in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

A. Program/Project CMAQ

B. Project Service Area Lake County

C. Estimated Program/Project Commencement 6/15/2016

Estimated Program/Project Completion 10/31/2016

D. Will contractors subcontractors, suppliers or vendors be utilized in the project? Yes No

E. Total number of persons to be utilized for the project by race and sex:

Race	Male	Female
White	3	
African American		
Hispanic		
Asian American		
Native American		
Other _____		
Total	2	

F. I certify that administration of this program/project will be in accordance with Title VI of the Civil Rights Act of 1964.

Firm or Organization V3 Companies

Project Manager Tomas Valaitis

Telephone Number 630-729-6286 Fax Number _____

E-Mail Address _____

Signature _____ Date _____

V3 COMPANIES
Payroll Rates Effective 07/24/2015

Labor Category	Hourly Rate Range		Average Hourly Rate	Projected 2016
	Min of Cost Rate	Max of Cost Rate		Avg Hourly Rate
Administration I	\$12.50	\$30.00	\$20.75	\$21.37
Administration II	\$31.95	\$32.78	\$32.37	\$33.34
Administration III	\$37.35	\$47.92	\$42.63	\$43.91
Senior Administration	\$41.25	\$55.29	\$48.29	\$49.74
Construction Administrator	\$26.50	\$44.70	\$35.83	\$36.90
Construction Technician II	\$27.00	\$27.00	\$27.00	\$27.81
Construction Technician III	\$33.00	\$40.00	\$35.93	\$37.01
Design Technician I	\$18.00	\$18.00	\$18.00	\$18.54
Design Technician III	\$27.00	\$33.30	\$31.07	\$32.00
Division Director	\$58.71	\$70.00	\$68.20	\$70.25
Engineer I	\$27.00	\$29.33	\$28.00	\$28.84
Engineer II	\$29.40	\$31.23	\$30.14	\$31.04
Engineer III	\$32.25	\$34.00	\$33.42	\$34.42
Estimating Technician	\$21.61	\$21.61	\$21.61	\$22.26
Field Ecologist I	\$16.00	\$16.00	\$16.00	\$16.48
Field Ecologist II	\$16.80	\$17.30	\$17.05	\$17.56
Field Ecologist III	\$20.58	\$21.60	\$21.21	\$21.85
Operations Director	\$54.84	\$54.84	\$54.84	\$56.49
Operations Manager	\$26.18	\$26.18	\$26.18	\$26.97
Principal	\$68.85	\$70.00	\$69.77	\$71.86
Project Engineer I	\$32.10	\$48.45	\$37.18	\$38.30
Project Engineer II	\$36.00	\$45.70	\$40.62	\$41.84
Project Manager	\$32.79	\$46.35	\$40.39	\$41.60
Project Manager I	\$43.50	\$50.13	\$48.28	\$49.73
Project Manager II	\$49.75	\$53.25	\$50.97	\$52.50
Project Surveyor II	\$26.76	\$28.36	\$27.56	\$28.39
Project Surveyor III	\$30.24	\$30.79	\$30.60	\$31.52
Resident Construction Manager I	\$39.00	\$51.00	\$44.67	\$46.01
Resident Construction Manager II	\$48.50	\$51.00	\$49.50	\$50.99
Resident Engineer I	\$41.00	\$48.10	\$44.51	\$45.85
Resident Engineer II	\$48.00	\$49.00	\$48.50	\$49.96
Scientist II	\$26.54	\$26.54	\$26.54	\$27.34
Scientist III	\$30.64	\$30.64	\$30.64	\$31.56
Senior Construction Technician	\$34.60	\$42.40	\$38.36	\$39.51
Senior Estimator	\$46.43	\$46.43	\$46.43	\$47.82
Senior Project Engineer	\$42.56	\$52.00	\$45.86	\$47.24
Senior Project Manager	\$46.47	\$70.00	\$57.13	\$58.84
Senior Project Manager (Constr Engineering)	\$57.80	\$69.90	\$61.90	\$63.76
Senior Project Manager (Trans & Mun Eng)	\$61.93	\$70.00	\$66.48	\$68.47
Superintendent	\$53.38	\$53.38	\$53.38	\$54.98
Survey Crew	\$27.50	\$33.00	\$30.35	\$31.26
Technician I/II	\$10.76	\$24.40	\$13.15	\$13.54
Technician II	\$40.00	\$40.00	\$40.00	\$41.20



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

December 14, 2015

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

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

Dear Lou Gallucci,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2014. Your firm's total annual transportation fee capacity will be \$39,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 158.25% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

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

Your firm is prequalified until December 31, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

SEFC PREQUALIFICATIONS FOR V3 COMPANIES OF ILLINOIS, LTD

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

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 4, 2016

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Daniel Tiltges
MATERIAL SOLUTIONS LABORATORY CORP.
1040 Bonaventure Drive
Elk Grove Village, IL 60007

Dear Daniel Tiltges,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2014. Your firm's total annual transportation fee capacity will be \$6,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 155.28% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Office of Quality Compliance and Review in a pre-award audit.

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

Your firm is prequalified until December 31, 2015. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

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

**SEFC PREQUALIFICATIONS FOR MATERIAL SOLUTIONS LABORATORY
CORP.**

CATEGORY	STATUS
Special Services - Construction Inspection	X
Special Services - Quality Assurance PCC & Aggregate	X
Geotechnical Services - General Geotechnical Services	A
Special Services - Quality Assurance HMA & Aggregate	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Mr. John Fortmann
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County Lake
Municipality Lake County Forest Preserve Dist
Section 14-F3000-04-BT
Route Lyons Woods Trail
Contract No.
Job No. C-91-165-16
Project CMM-4003(645)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Date Signature and Title (for the Local Public Agency)

Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is _____.

Date Signature of Applicant Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Instructions for Preparation of Form BC 775

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

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

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

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

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

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

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

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



**Illinois Department
of Transportation**

**Local Public Agency
Construction Inspector**

Mr. John Fortmann
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

County	<u>Lake</u>
Municipality	<u>Lake County Forest Preserve Dist</u>
Section	<u>14-F3000-04-BT</u>
Route	<u>Lyons Woods Trail</u>
Contract No.	<u></u>
Job No.	<u>C-91-165-16</u>
Project	<u>CMM-4003(645)</u>

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved _____
Date Signature and Title of Resident Construction Supervisor

Jeff Garth
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 15-10173.

Mr. Garth has 19 years of experience in civil engineering involving roadway and infrastructure improvements. He has recently managed construction projects for IDOT, Lake County, the City of North Chicago and other local municipalities. In addition he has experience in plan review for a local municipality and has worked as a design engineer for commercial and residential development projects

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved _____
Date Signature and Title of In Responsible Charge from BC-775

Instructions for Preparation of Form BC 776

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

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

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

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.