

DISTRICT 1

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Tim Sexton, Acting Village Manager

DATE: December 10, 2013 (COW) (B of T) **Date:** December 19, 2013

TITLE: Hill Avenue Bridge
Design Engineering Contract Amendment #2

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DAE*

BACKGROUND/POLICY IMPLICATIONS:

Amend Design Contract to reflect changes in scope due to addition of sidewalk as determined by Federal Highway Authority review requested by the Village of Glen Ellyn. The design engineering is funded 80% Federal Funds (Highway Bridge Program) and 20% Local funds (10% Lombard and 10% Glen Ellyn).

FISCAL IMPACT/FUNDING SOURCE:

Amendment Amount: \$6,778.46
Total Amended Contract Amount: \$236,932.22 (Fed. \$213,238.99, Lombard \$23,693.22, Glen Ellyn \$23,693.22)
Project Number: FM-11-06
P.O. #: 2013-00000445

Review (as necessary):
Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: Tim Sexton, Acting Village Manager
Through: Carl Goldsmith, Director of Public Works *CV*
From: David A. Dratnol, P.E., Village Engineer *DAD*
Date: December 10, 2013
Subject: Hill Avenue Bridge
Contract Amendment #2 for Design Engineering

Attached please find Amendment #2 to the contract with Bollinger, Lach & Associates, Inc. (BLA) for design engineering services for the Hill Avenue Bridge in the amount of an increase to the contract of \$6,778.46.

The amendment consists of items related to adding future pedestrian access on the bridge to the Phase I Report and resubmission of such to IDOT for final approval.

The current contract for design engineering services is \$230,153.76. The proposed contract amount will be \$236,932.22. 80% of the design engineering is funded by Federal Highway Administration Highway Bridge Program (HBP) funding and 10% from the Village of Glen Ellyn.

Please present this Contract Amendment to the President and Board of Trustees at their regular meeting of December 6, 2012. If approved, please return two signed originals of the Amendment Document and six signed originals of the IDOT BLR 05311 form to Public Works-Engineering for further processing.

DAD/pk

RESOLUTION
R 13

A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES CONTRACT INVOLVING AN INCREASE/DECREASE IN THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 OR MORE AND/OR EXTENDING/SHORTENING THE TIME IN WHICH THE CONTRACT IS TO BE COMPLETED BY THIRTY (30) DAYS OR MORE

WHEREAS, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any amendment relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty (30) days or more; and

WHEREAS, staff has presented and recommended the proposed amendment to the contract between the Village of Lombard and Bollinger, Lach & Associates, Inc. regarding the Hill Avenue Bridge project, as attached hereto as Exhibit "A" and made part hereof, (the "Amendment") to the Corporate Authorities of the Village of Lombard; and

WHEREAS, said Amendment attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$6,778.46;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS,as follows:

SECTION 1: That after reviewing the explanation of staff as to the necessity of and reasons for the Amendment attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A That the circumstances which necessitated said Amendment were not reasonably foreseeable at the time the contract was entered into.

- B. That the basis of the Amendment was not within the contemplation of the contract when the contract was signed.

- C. That it is in the best interests of the Village of Lombard to approve the Amendment in its proposed form.

- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said Amendment, bidding is hereby specifically waived as to the Amendment work.

SECTION 2: That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the Amendment attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said Amendment on behalf of the Village.

Adopted this 19th day of December, 2013, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 19th day of December, 2013.

Village President

ATTEST:

Janet Downer
Deputy Village Clerk

AGREEMENT TO AMEND A CONTRACT

THIS AGREEMENT made and entered into this 19th day of December, 2013, by and between the **VILLAGE OF LOMBARD** (the "VILLAGE") and **BOLLINGER, LACH & ASSOCIATES, INC.** (the "CONSULTANT").

WHEREAS, on October 07, 2010 the VILLAGE and CONSULTANT executed a contract regarding certain engineering services relative to the Hill Avenue Bridge Design Contract and Amendment 1 to the Contract on September 6, 2012; and

WHEREAS, the VILLAGE and CONSULTANT have agreed to increase the amount of work to be performed by the CONSULTANT together with a resultant increase in the limit which the contract sum may not exceed;

NOW, THEREFORE, for and in consideration of the foregoing and various covenants in said agreement and the mutual covenants herein contained, it is agreed by and between the parties as follows:

SECTION 1: The aforementioned contract shall be amended to expand the scope of work as provided for in the CONSULTANT'S proposal dated December 6, 2013.

SECTION 2: The aforementioned contract shall be amended to show a contract sum not to exceed \$236,932.22.

SECTION 3: All other terms, covenants and conditions of said contract heretofore executed which are not amended or deleted herein shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT have caused this document to be signed by duly authorized officers who have set their hands and seals the day and year set forth above.

VILLAGE OF LOMBARD

By: _____
Village President

ATTEST:


By: _____
Deputy Village Clerk

**and BOLLINGER, LACH & ASSOCIATES,
INC.**

By: _____

ATTEST:

By: _____

 Illinois Department of Transportation Local Agency Amendment # 2 for Federal Participation	Local Agency Village of Lombard	State Contract <input type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input checked="" type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 10-00154-00-BR	Fund Type: STP Bridge	ITEP and/or SRTS Number		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-91-752-10	BRM-9003(696)		

This Amendment is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Type of Work	FHWA		STATE		LA		Total
		%		%		%	
Participating Construction	()	()	()	
Non-Participating Construction	()	()	()	
Preliminary Engineering	5,423	80	()	1,356	20	6,779
Construction Engineering	()	()	()	
Right of Way	()	()	()	
Railroads	()	()	()	
Utilities	()	()	()	
Materials	()	()	()	
TOTAL	\$ 5,423		\$		\$ 1,356		\$ 6,779

Hill Avenue-Bridge Deck Revisions

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Keith T. Giagnorio

Name of Official (Print or Type Name)

Village President

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

APPROVED

State of Illinois
Department of Transportation

Ann L. Schneider, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

Michael A. Forti, Chief Counsel

Date

Tony Small, Acting Director of Finance and Administration

Date

The above signature certifies the agency's TIN number is 36-6005975 conducting business as a Governmental Entity.

DUNS Number 160992199

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Phase I Supplement No.2
Hill Ave. (FAU 1431)
Over E. Branch DuPage River
DuPage County
Project No.: BRM 9003(696)
Section No.: 10-00154-00-BR

PROJECT SCOPE CHANGE DESCRIPTION

The project scope included in Supplement No.2 will consist of items that are above and beyond the scope of work provided in the original Phase I agreement.

Type, Size & Location Revisions: Revisions to the approved TS&L to accommodate bridge deck widening for future sidewalk. Scope of work includes structural calculations, CADD revisions, and resubmittal to the Local Bridge Unit for their records.

PDR Revisions: PDR will be revised to incorporate all changes resulting from the proposed bridge deck widening and resubmitted to IDOT for approval.



December 6, 2013

Mr. David A. Dratnol, P.E.
Village Engineer
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148-3931

Attn: Paul Kuehnlenz, P.E.

RE: FAU 1431 / Hill Avenue over E. Branch DuPage River - Phase I
Village of Lombard
DuPage County
Section No. 10-00154-00-BR
Project Number: BRM-9003(696)
Job Number: P-91-752-10
Type of Funding: HBP
Structure No.: 022-3025 (Exit) 022-7000 (Prop)
Contract Number M-11-06

Subject: Supplemental No. 2

Dear Mr. Kuehnlenz:

Enclosed please find a copy of the Phase I Supplement No. 2- Engineering Services Agreement for the Hill Avenue bridge replacement project. Supplement No.2 is needed to cover revisions to the bridge Type, Size, and Location drawing(s) as well the PDR due to the proposed widening as a result of Glen Ellyn's desire and IDOT concurrence with the plan to include future sidewalk provisions on the deck. The TS&L will need to be resubmitted to IDOT. The PDR will need to be revised to include revisions to the project as well as the Estimate of Cost updated for final submittal and approval

The project geometry will be revised to accommodate two 11'-0" lanes. The abutment footprint will remain as previously proposed with a reduction in bridge opening of approximately 2.5 Square Feet which does not necessitate additional compensatory storage as the design high-water elevation of only the 500-Year Storm event would be affected.

It is not anticipated that a floodway permit from IDOT will require a reissuance as the revisions are not expected to exceed the presently-designed low-beam elevation design criteria (30 Year HWL + 1.0' Freeboard).

No shelf for future path will be provided, however a cursory check within the project cross-sections will be made in order to verify any significant impacts (lift station, NICOR facilities, etc.). The Village of Lombard will be notified via memorandum of findings.

If you have any questions, please contact me at 630-438-6400.

Sincerely,

BOLLINGER, LACH & ASSOCIATES, INC.

Joel Ihde, P.E., S.E.
Vice President

Enclosures

Local Agency Village of Lombard	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Bollinger, Lach & Associates, Inc.
County DuPage				Address 333 Pierce Road – Suite 200
Section 10-00154-00-BR				City Itasca
Project No. BRM-9003(696)				State IL
Job No. P-91-752-10				Zip Code 60143
Contact Name/Phone/E-mail Address Paul Kuehnlenz/(630)620-5976 KuehnlenzP@villageoflombard.org	Contact Name/Phone/E-mail Address Joel Ihde/(630)438-6400 jihde@bollingerlach.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. 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.

Project Description

Name Hill Avenue Route FAU 1431 Length 0.189m Structure No. 022-3025

Termini Over East Branch DuPage River

Description Phase I Supplement for revisions to the TS&L and PDR necessary to provide provision on the bridge for a future sidewalk.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 60 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- 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,
 - 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
 - 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.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - 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,
 - 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) and
 - 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.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. 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.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. 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 CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 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

Specific Rate (Pay per element)

Lump Sum _____

3. 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.

4. The recipient shall not discriminate 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.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. 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 none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without 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.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. 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 the 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,
- 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.

10. 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 of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Bollinger, Lach & Associates	36-4263432	\$6,778.46
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		\$0.00
Prime Consultant Total:		\$6,778.46
Total for all Work:		\$6,778.46

Executed by the LA:

Village of Lombard

(Municipality/Township/County)

ATTEST:

By: _____
_____ Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

Bollinger, Lach & Associates, Inc.

By: _____
Title: Vice President

By: _____
Title: Chief Executive Officer

Exhibit A - Preliminary Engineering

Route: FAU 1431
 Local Agency: Village of Lombard
 (Municipality/Township/County)
 Section: 10-00154-00-BR
 Project: BRM-9003(696)
 Job No.: P-91-752-10
 HBP Funding S.N. 022-7000 (Prop.)

*Firm's approved rates on file with IDOT'S
 Bureau of Accounting and Auditing:
 Overhead Rate (OH) 147.41 %
 Complexity Factor (R) 0.00
 Calendar Days 60

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 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*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
TS&L Revisions	Dir. Str. Engrng.	8.00	\$62.50	\$500.00	\$737.05			\$179.37	\$1,416.42
	Structural Engr.	22.00	\$40.87	\$899.14	\$1,325.42			\$322.56	\$2,547.12
	CADD Tech II	20.00	\$32.00	\$640.00	\$943.42			\$229.59	\$1,813.01
PDR Revisions	Proj. Manager	8.00	\$44.21	\$353.68	\$521.35			\$126.88	\$1,001.81
Totals		58.00		\$2,392.82	\$3,527.24	\$0.00	\$0.00	\$858.40	\$6,778.46