
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2015-016**

**A RESOLUTION APPROVING AGREEMENT FOR PHASE III
CONSTRUCTION OF THE DIVISION STREET BRIDGE
REHABILITATION PROJECT AND COMMITTING THE
NECESSARY MATCHING FUNDS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

| | | |
|-----------------|--------------------------|------------------------|
| 1st Ward | CHRISTINE BUCKNER | TOM HAWLEY |
| 2nd Ward | LETICIA VIEYRA | FRED BILOTTO |
| 3rd Ward | NANCY RITA | KEVIN DONAHUE |
| 4th Ward | MARCIA STONE | CANDACE CARR |
| 5th Ward | JANICE OSTLING | KENNETH PITTMAN |
| 6th Ward | DEXTER JOHNSON | JAIRO FRAUSTO |
| 7th Ward | NANCY THOMPSON | JAMES JOHANSON |

Aldermen

RESOLUTION NO. 2015-016

**A RESOLUTION APPROVING AGREEMENT FOR PHASE III CONSTRUCTION OF
THE DIVISION STREET BRIDGE REHABILITATION PROJECT AND
COMMITTING THE NECESSARY MATCHING FUNDS**

Whereas, the City of Blue Island is a non-home rule municipality and has the authority to enter into contractual agreements;

Whereas, the City has undertaken an initiative referred to as the Division Street Bridge Rehabilitation Project and partnered with the Illinois Department of Transportation to obtain necessary government funding;

Whereas, in order to obtain government funding the City must enter into an agreement with the Illinois Department of Transportation to establish funding responsibilities;

Whereas, the agreement requires a twenty percent local match and the City attests that sufficient monies have been or will be appropriated or reserved by resolution to fund the City's share of the project costs (or the local agency's share) as set forth herein;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the IDOT Local Agency Agreement For Federal Participation, attached as Exhibit A to this Resolution, are hereby approved.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers,

employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: LOCAL AGENCY COMMITMENT

The appropriate officials shall commit, set aside, or otherwise make available sufficient funds for the City's share of project costs (20%) as indicated in Exhibit A. The City hereby attests to the designation of funds and commitment of funds from TIF 2, TIF 3 and TIF 5 to meet the local agency share of \$1,460,901 of project costs.

SECTION 4: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 28th day of April, 2015, pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT | ABSTAIN |
|-----------------|-----|----|--------|---------|---------|
| Buckner-Cheatle | | | X | | |
| Hawley | X | | | | |
| Vieyra | X | | | | |
| Bilotto | X | | | | |
| Rita | X | | | | |
| Donahue | X | | | | |
| Stone | X | | | | |
| Carr | X | | | | |
| Ostling | X | | | | |
| Pittman | X | | | | |
| Johnson | | | X | | |
| Frausto | X | | | | |
| Thompson | | | X | | |
| Johanson | X | | | | |
| | | | | | |
| Vargas (Mayor) | | | | | |
| TOTAL | 11 | | 3 | | |

APPROVED by the Mayor on April 28, 2015.

Domingo F. Vargas
 MAYOR OF THE CITY OF BLUE ISLAND,
 COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this

28th day of April, 2015.

Paul Heuser
 CITY CLERK

LOCHNER

City of Blue Island

REQUEST FOR PROPOSALS PHASE III CONSTRUCTION ENGINEERING AND INSPECTION

Division Street Bridge Rehabilitation

STATEMENT OF INTEREST

Lochner is pleased to submit this proposal to provide Phase III Construction Engineering and Inspection (CEI) services for the Division Street Bridge Rehabilitation project. The Lochner CEI Team has decades of construction engineering experience on similar improvement projects. We are experts at coordination with IDOT, USCG, IDNR, IEPA, local resource agencies, and a wide variety of project stakeholders. As the representative for the City of Blue Island, our staff will closely coordinate with the City in order to protect the City's interests and ensure delivery of high quality bridge construction.

CONTACT

Ken Desmaretz, PE
Vice President
Lochner
1011 Warrenville Road, Suite 20
Lisle, IL 60532
Tel: 630.679.1670
Fax: 630.679.1780
Email: kdesmaretz@hwlochner.com

SUMMARY OF THE PROPOSED PROJECT

PROJECT UNDERSTANDING

This project will rehabilitate the existing closed structural Division Street over the Cal Sag Channel in Blue Island, facilitating the safe reopening of Division Street to the incoming public. Additional work includes replacement of an existing water main, installation of roadway, sidewalk, navigation, and architectural lighting, seal wall repair, installation of ramped, retaining and parapet parapet, and minor roadway improvements.

PROJECT CHALLENGES

Project Duration/Schedule - The rehabilitation will be completed utilizing complete closure of the bridge to traffic and pedestrians. Work is expected to begin in late July 2015 with a construction duration of 13 months. Lochner staff will work diligently with the contractor and all subcontractors to ensure that work is progressing according to the approved project schedule, and that any anticipated problems are resolved without impacting the opening and restoration of the bridge on the completion schedule.

Utility Coordination - During any construction project, utility coordination is key to ensuring that the project schedule during construction can be accomplished. According to the plans, both the underground and above ground utilities within the construction zone and may require relocation and adjustment of at a minimum will need to be coordinated during the rehabilitation. Lochner staff will closely monitor any and all utilities within the project site and ensure that all known utilities and any unknown utilities and services that may be encountered in the field do not affect the progress of the contractor. Additionally, Lochner understands that maintenance of water main service across the bridge is critical to the needs of Blue Island. Tasks associated with the service transitions from existing to temporary, and from temporary to proposed water mains will be given particular attention. Their importance will be continually stressed to the contractor through all phases of the project.

Project Coordination - In addition to the City, project stakeholders include motorists, emergency services, public works services, businesses, and residence impacted by the bridge closure. Since the current closure status has been in effect since 2010, these stakeholders are interested and invested in reopening the Division Street Bridge. Lochner staff will keep all stakeholders updated on the progress of the project, reaching out prior to the beginning of work and regularly during the course of construction, informing all parties of the pending progress. City of Blue Island staff will be included in all project updates on a daily basis, or as directed, in order to keep IDOT and the local elected officials informed and up to speed. As an additional communication tool, Lochner has included a direct cost for installation, service, maintenance, and web hosting of a web cam to continuously monitor construction progress. The proposed Work Zone Cam posts high definition progress photos every 30 minutes that are accessible to anyone with access to the City of Blue Island website, or through the mobile app.

Means and Methods of Construction - Lochner staff will work closely with the contractor and all subcontractors on the means and methods of construction, including support of the temporary waterway, supervision of the steel erection procedures, and project schedule and costs. This project will be a 100% funded and built with IDOT funds. We are experts at coordinating with IDOT staff as we know the people, the requirements, and the procedures to speed these projects through what can be a long and complex process.

LOCHNER

City of Blue Island

REQUEST FOR PROPOSALS PHASE III CONSTRUCTION ENGINEERING AND INSPECTION

Division Street Bridge Rehabilitation

KEY STAFF

Project Manager, Ken Desmaretz, PE

Ken is a Senior Project Manager and one of the company's Vice Presidents with more than 38 years of experience in construction management of transportation infrastructure projects. Ken has served as Project Manager on numerous Phase III projects for IDOT, the Illinois Tollway, counties, and municipalities.

Resident Engineer, Paul Harris, PE

Paul is a Resident Engineer with more than 23 years of experience in construction engineering and inspection, 14 of those years in construction management for the Illinois Department of Transportation. Paul is a Resident Engineer on state-level and local transportation construction projects across Illinois. He has worked on projects in both urban and rural locations and has been involved in roadway, bridge, drainage structures, intersections, interchanges, open road tolling facilities, various noise wall types, and storm sewer facilities.

Inspector, Adam O'Holleran

Adam is a Senior Resident Technician in Lochner's Midwest group. Adam has more than 17 years of experience in construction engineering and inspection and construction management within the industry. His expertise includes program/construction management and inspection, documentation of quantities, construction project documentation, on-site material testing, and survey layout, as well as coordination with contractors, utility companies, private developers, and government agencies.

REFERENCES

Mr. Dick Schroeder
Highway Commissioner
York Township
630.627.2200

Mr. Christopher Snyder, PE
Director of Transportation/County Engineer
DuPage County Division of Transportation
630.407.6910

Mr. Roman Meropolski, PE
Area Construction Supervisor
Illinois Department of Transportation
847.705.4250

PROJECT EXPERIENCE

Lemont Road over the Des Plaines River | IDOT



Phase III engineering services for the improvement of the 3300 Lemont Road bridge over the Des Plaines River. Work included removing the existing surface of the bridge deck by hydro-abrasion one-half inch, then placing a 2-1/4" latex concrete overlay on the deck, replacing the expansion joints, and repairing sections of the back wall of the north abutment. Traffic was also maintained through the work zone continuously, except during short durations while the deck joints were being performed.

188 Bridge over the Fox River | Illinois State Toll Highway Authority



Phase III engineering services for a 10-span arch bridge spanning the Fox River. This was one of the first performance-based specification (design-build) projects in Illinois. Lochner was the construction management consultant for the \$44.5 million project, overseeing all on-site construction activities. This unique project has been featured in Construction Digest and Roads & Bridges magazines.

2019 Skyway Construction Inspection/Structural Steel Repairs | Skyway Concession Company



Phase III CEI services for steel repairs for two large deck truss structures on the Chicago Skyway. Lochner reviewed the shop drawings, maintenance of traffic plans, and contractor plans for temporary structures, and provided field inspection and additional construction administration services for repairs to the 100th Street viaduct and East Approach to the Calumet River Bridge. Construction work included repairs to the gusset plates, sway braces, and lateral bracing.

Mannheim Road over the Union Pacific/Proviso Railroad Yard | IDOT



Construction engineering services included construction staking, inspection, supervision, materials testing, and the maintenance of all survey and right-of-way monuments for IDOT. The project involved rehabilitation of the expressway bridge and roadway on Mannheim Road over the UP/Proviso Railroad yard. Project features include pavement widening, deck/bridge rehabilitation, lighting, and traffic signal modernization.

PROPOSED SUBCONSULTANTS



Chicago Testing Laboratory, Inc. (CTL) will provide any necessary material testing services for this project. CTL represents one of the world's premier resources for the quality control and quality assurance of asphalt and asphalt materials, liquids, aggregates, concrete, and soils. Joe Trevino, one of CTL's highly experienced Materials Technicians, brings more than 15 years of experience in materials testing to the team. Joe has performed QC/QA field and plant testing for many clients including IDOT, MHT, and many local municipalities. Jolie Gallaway, another of CTL's Materials Technicians, brings more than 7 years of experience performing QC/QA for both HMA and PCC, managing PCC lab cylinder breaking, as well as reporting for IDOT and CDOT systems.

We are confident that our experienced and exceptionally qualified CEI Team can provide the best combination of talent and professional expertise to Blue Island for this improvement. We appreciate the opportunity to submit our proposal for Phase III Construction Engineering and Inspection services and look forward to working with the City of Blue Island to make the Division Street Bridge Rehabilitation a success.

| | | |
|--|---|---|
| Local Agency City of Blue Island |  Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation | Consultant H.W. Lochner, Inc. |
| County Cook | | Address 1011 Warrenville Rd., Suite 20 |
| Section 14-00164-00-BR | | City Lisle |
| Project No. BROS-4003(319) | | State IL |
| Job No. C-91-285-14 | | Zip Code 60532 |
| Contact Name/Phone/E-mail Address Domingo Vargas 708.396.7031 dvargas@cityofblueisland.org | Contact Name/Phone/E-mail Address Ken Desmaretz 630.679.1670 kdesmaretz@hwlochner.com | |

THIS AGREEMENT is made and entered into this day of February, 2015 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 In Responsible Charge | Authorized representative of the LA in immediate charge of the engineering details of the PROJECT |
| Contractor | A full time LA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded |

Project Description

Name Division St Route MS1090 Length 0.08 MI Structure No. 016-5005
 Termini over Cal-Sag Channel

Description: All Construction Engineering Phase III for Bridge Rehabilitation. See attached scope for a list of items included in the scope of services.

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.

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- 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;

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- 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

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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 or 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 (31 U.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.

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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 (80ILCS 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 5 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 of this AGREEMENT or such other remedy as the LA deems appropriate.

COMPANY NAME: H. W. Lochner, Inc.

PTB NUMBER: _____

 TODAY'S DATE: 2/6/2014

| 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 \$85/full day | | 335 | \$45.00 | \$15,075.00 |
| 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) | | | \$0.00 | \$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/MyIars (In-House) | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Copies of Deliverables/MyIars (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) | | | \$1.00 | \$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 |
| Laboratory Fees* | 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 |
| Compressive Strength of Concrete Cylinders | Actual cost | | | \$19.00 | \$0.00 |
| Nuclear Density Gauge | Actual Cost | | | \$50.00 | \$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 |

*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

Construction Engineering Scope of Work

H. W. Lochner is pleased to provide the City with this Phase Three Construction Engineering Scope of Work and accompanying Cost Estimate of Consultant Services. With an anticipated June 2015 letting it is anticipated that the construction contract, between the City and the General Contractor, will be fully executed in mid to late July 2015, with construction starting late July 2015 and completion by August 27, 2016. The first item anticipated to begin will be the submittal of contractor's QC plans for cast-in-place and precast concrete items and steel erection procedures.

In order to meet the overall project schedule, Lochner proposes to begin work on Construction Engineering Services around July 20, 2015 with the Resident Engineer dedicated part time to the project to perform preliminary reviews.

The proposed man-hours are based on the assumption that the contractor will start the project on time and complete the project within the estimated duration.

A. Project Startup & Submittal Reviews

This work includes the need for the Resident Engineer to review the approved plans and specifications to become familiar with the project, review the contractor's proposed construction schedule, and set-up the project's file system. Also hours are included to prepare for and attend the preconstruction meeting.

Resident Engineer

Subtotal= 40 hours

B. Construction Observation

Lochner will provide full-time Construction Observation Services on a cost plus fixed fee, not to exceed basis. Lochner will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

Lochner will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders and weekly reports. Weekly reports will be submitted to the contractor, IDOT and the City of Blue Island. Lochner will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. Lochner shall keep the City of Blue Island informed as to the progress of construction and shall endeavor to guard IDOT and the City of Blue Island against deficiencies in work.

City of Blue Island

Section: 14-00164-00-BR

Project No. BROS-4003 (319)

Lochner will conduct regular progress meetings with the contractor, City of Blue Island and IDOT as requested. Lochner will prepare agendas and distribute meeting minutes to all attendees.

Lochner will review the conditions of the traffic control twice daily per IDOT Standard Specifications. A Traffic Control Condition Report will be completed after each traffic control review to ensure that the contractor is in compliance with all required traffic control standards. Lochner will also perform bi-weekly nighttime traffic surveillance observations for the duration of the project when traffic control devices are in place. Traffic control reviews will be completed for the construction zone.

Chicago Testing Laboratory, Inc. will be providing Quality Assurance testing of materials incorporated into the project to meet IDOT project procedures. These services will be provided as a cost plus fixed fee, not to exceed basis.

Lastly a Lochner technician and intern will be utilized as directed by the Resident Engineer to support inspection services and to gain data for end of project record drawings.

| | |
|-------------------|----------------------|
| Resident Engineer | Subtotal= 560 hours |
| Technician | Subtotal= 1320 hours |
| Intern | Subtotal= 280 hours |

C. Punch List and Project Close-Out

It is anticipated that during July and August 2016 that the contractor will complete all punchlist items and the Resident Engineer and Technician will complete all project documentation and provide the final project files to the City of Blue Island for their use and storage. These efforts will include preparing final job records in accordance with IDOT policy and to the satisfaction of IDOT auditors, all quantity measurements and calculations will be checked and cross referenced, evidence of material inspection will be finalized, ICORS forms will be printed and bound, and field books and records will be indexed and boxed for final submittal.

| | |
|-------------------|---------------------|
| Resident Engineer | Subtotal= 240 hours |
| Technician | Subtotal= 240 hours |

Lochner shall not supervise, direct or have any control over the contractor's work. Lochner shall not have any responsibility for the construction, means, methods, techniques, sequences or procedures selected by the contractor. Also Lochner is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

Lochner shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work or any agents or employees of any of them. Lochner does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

Plant inspections of epoxy coated rebar, precast products, and fabricated equipment as well as other off-site material inspection are not included.

COMPANY NAME: Chicago Testing Laboratory

PTB NUMBER: _____

TODAY'S DATE: _____

| 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 |
| Loading (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 | \$32.60/half day (4 hours or less) or \$65/full day | | 10 | \$65.00 | \$650.00 |
| Vehicle Rental | Actual cost (Up to \$65/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) | | | \$0.00 | \$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/MyIars (In-house) | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Copies of Deliverables/MyIars (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) | | | \$1.00 | \$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 |
| Court House 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 Exploration/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 |
| Compressive Strength of Concrete Cylinders | Actual Cost | | 10 | \$19.00 | \$190.00 |
| Nuclear Density Gauge | Actual Cost | | | \$50.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |
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| | | | | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |

*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

Noack, Brad

From: Keith Knowles <kknowles@earthcam.com>
Sent: Tuesday, February 10, 2015 9:06 AM
To: Noack, Brad
Subject: Work Zone Cam Proposal for H W Lochner



150 North Michigan Ave., 28th Fl. #2828. Chicago, IL 60601 • 312-239-3131 • www.workzonecam.com

Quote # 021015218970

Brad Noack
H W Lochner
225 West Washington Street,
12th Floor
Chicago, IL 60606

Ship To:
Brad Noack
H W Lochner
13200 S Division St
Blue Island, IL 60406

bnoack@hwlochner.com
312-994-9743

bnoack@hwlochner.com
312-994-9743

| Qty | | Unit Price | Total |
|-----|--|------------|--------------------|
| 1 | 18 Megapixel SLR Camera System - Verizon Wireless | \$3,995 | \$3,995 |
| | 4GB onboard storage | \$0 | Included |
| 1 | Work Zone Cam - Pole Mount Adapter | \$72 | \$72 |
| 1 | Installation Services | \$1,995 | \$1,995 |
| 1 | Work Zone Cam - 4MP Fully Hosted Service (13 months @ \$175/mo) | \$2,275 | \$2,275 |
| | Custom web page with weather data, mobile app, and time-lapse movies | \$0 | Included |
| 1 | Installation Services - Solar | \$2,995 | \$2,995 |
| 1 | Nationwide Cellular Data Package - Verizon Wireless (13 months) | \$0 | Included |
| 1 | FedEx Ground Shipping and Handling | \$0.00 | Included |
| | TAX | | \$376.20 |
| | TOTAL | | \$11,708.20 |

| | |
|--------------------------|-------------------------|
| Multiple Camera Discount | Hosted Service Upgrades |
|--------------------------|-------------------------|



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 7, 2015

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Frank Powers
LOCHNER, H. W., INC.
225 West Washington Street
12th Floor
Chicago, IL 60606

Dear Frank Powers,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Apr 30, 2014. Your firm's total annual transportation fee capacity will be \$36,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 171.94% 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 April 30, 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 LOCHNER, H. W., INC.

| CATEGORY | STATUS |
|---|---------------|
| Transportation Studies - Mass Transit | X |
| Special Studies - Safety | X |
| Special Services - Construction Inspection | X |
| Structures - Railroad | X |
| Transportation Studies - Railway Engineering | X |
| Airports - Planning & Special Services | X |
| Structures - Highway: Complex | X |
| Hydraulic Reports - Waterways: Typical | X |
| Highways - Freeways | X |
| Environmental Reports - Environmental Assessment | X |
| Environmental Reports - Environmental Impact Statement | X |
| Structures - Highway: Advanced Typical | X |
| Special Studies - Traffic Studies | X |
| Hydraulic Reports - Waterways: Complex | X |
| Structures - Highway: Simple | X |
| Highways - Roads and Streets | X |
| Special Studies - Traffic Signals | X |
| Location Design Studies - Rehabilitation | X |
| Location Design Studies - New Construction/Major Reconstruction | X |
| Structures - Highway: Typical | X |
| Location Design Studies - Reconstruction/Major Rehabilitation | X |
| Special Studies - Location Drainage | X |
| Special Studies - Feasibility | 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 |

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, RANDY HEUSER, DO HEREBY CERTIFY that I am the duly elected City Clerk of the City of Blue Island, Illinois and as such City Clerk of the City of Blue Island, Illinois, I am the keeper of the minutes and records of the proceedings of the City Council of said City and have in my custody the Resolutions and books of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of that certain RESOLUTION: **A RESOLUTION APPROVING AGREEMENT FOR PHASE III CONSTRUCTION OF THE DIVISION STREET BRIDGE REHABILITATION PROJECT AND COMMITTING THE NECESSARY MATCHING FUNDS.**

RESOLUTION NO. 2015 – 016 Which was adopted at a regular meeting of the City Council of the City of Blue Island 11 Aldermen were present; that at said meeting, on motion duly made and seconded that said Resolution do pass and upon the roll being called the vote of each Alderman present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and his name and vote recorded in the minutes of the Proceedings of said City Council; that it appears from such recorded that 11 Aldermen Aye, 0 Aldermen Abstain, 3 Aldermen Absent and 0 Aldermen voted Nay.

I DO FURTHER CERTIFY that said Resolution was deposited in my Office on the **28th** day of **April, 2015**

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy is entrusted in my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, the **28th** day of **April, 2015**.

CORPORATE SEAL



City Clerk