


Local Agency	 <b>Illinois Department of Transportation</b>  <u>17-54</u>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	Consultant
Ford County Highway Department		C O N S U L T A N T
County		Hampton, Lenzini and Renwick, Inc.
Ford		Address
Section		3085 Stevenson Drive, Suite 201
Project No.		City
17-00138-00-BR	Springfield	
Project No.	State	
BRS-1351(106)	Illinois	
Job No.	Zip Code	
P-99-044-17	62703	
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address	
Greg Perkinson, P.E.	Steven Megginson, Vice President	
217-395-2206	217-546-3400	
fordcohi@maxwire.net	swmegginson@hlreng.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 Buckingham Road / C.H. 18 Route F.A.S. 1351 Length 0.10 mi. Structure No. 027-3026(exist)  
Termini 2.5 miles southeast of Kempton

Description Preparation of Bridge Condition Report, Preliminary Bridge Design and Hydraulic Report, Preliminary and Final Design Plans, Project Development Report, right-of-way plats and other items to complete the subject improvement.

**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 600 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:
- 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) 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.
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.









# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 1, 2016

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

David Hinkston  
HAMPTON, LENZINI AND RENWICK, INC.  
380 Shepard Drive  
Elgin, IL 60123

Dear David Hinkston,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2015. Your firm's total annual transportation fee capacity will be \$29,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 147.00% are approved on a provisional basis. The rate used in agreement negotiations may be verified 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, 2016. 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,  
Maureen M. Addis  
Acting Bureau Chief  
Bureau of Design & Environment



**SEFC PREQUALIFICATIONS FOR HAMPTON, LENZINI AND RENWICK, INC.**

<b>CATEGORY</b>	<b>STATUS</b>
Special Studies - Location Drainage	X
Structures - Highway: Simple	X
Hydraulic Reports - Waterways: Complex	X
Special Services - Surveying	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Structures - Highway: Advanced Typical	X
Special Studies - Safety	X
Hydraulic Reports - Waterways: Typical	X
Special Services - Construction Inspection	X
Special Studies - Feasibility	X
Hydraulic Reports - Pump Stations	X
Special Studies - Traffic Signals	X
Highways - Roads and Streets	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Traffic Studies	X
Special Services - Electrical Engineering	X
Location Design Studies - Rehabilitation	X
Environmental Reports - Environmental Assessment	X
Highways - Freeways	X
Structures - Highway: Typical	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

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

DF-824-039  
REV 12/04

**FIRM** Hampton, Lenzini & Renwick, Inc.  
**PSB** Ford Co 17-00138-00-BR  
**PRIME/SUPPLEMENT** Prime

**OVERHEAD RATE** 1.47  
**COMPLEXITY FACTOR** 0

**DATE** 04/21/17

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
Survey & ROW	81	2,749.18	4,041.30		984.62				7,775.10	23.68%
Prel Brg & Hydr Rpt	40	1,289.46	1,895.50		461.82		6,150.00		9,796.78	29.84%
PDR & Envmt Docs	40	1,220.10	1,793.55		436.98				3,450.64	10.51%
Plans, Specs & Est	92	3,608.10	5,303.90		1,292.24				10,204.24	31.08%
Coord & Admin	8	351.00	515.97		125.71				992.67	3.02%
<b>Subconsultant DL</b>					615.00				615.00	1.87%
<b>TOTALS</b>	261	9,217.84	13,550.22	0.00	3,916.37	0.00	6,150.00	0.00	<b>32,834.43</b>	100.00%

DBE 0.00%

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME  
PRIME/SUPPLEMENT

Hampton, Lenzini & Renwick, Inc.  
Prime

DATE 04/21/17  
PTB NO. Ford Co 17-00138-00-BR

CONTRACT TERM 12 MONTHS  
START DATE 8/1/2017  
RAISE DATE 1/1/2018

OVERHEAD RATE 147.00%  
COMPLEXITY FACTOR  
% OF RAISE 3.00%

**ESCALATION PER YEAR**

8/1/2017 - 1/1/2018
5 ----- 12

1/2/2018 - 8/1/2018
7 ----- 12

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= 41.67%  
= 1.0175

60.08%

1.75%

**The total escalation for this project would be:**

## PAYROLL RATES

**FIRM NAME**  
**PRIME/SUPPLEMENT**  
**PSB NO.**

Hampton, Lenzini & Ren **DATE**  
Prime  
Ford Co 17-00138-00-BR

04/21/17

**ESCALATION FACTOR**                      **1.75%**

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Principal	\$72.00	\$73.26
Engineer 6	\$53.33	\$54.26
Engineer 5	\$50.00	\$50.88
Engineer 4	\$43.24	\$44.00
Engineer 3	\$39.50	\$40.19
Engineer 2	\$35.90	\$36.53
Engineer 1	\$28.50	\$29.00
Structural Engr 2	\$57.33	\$58.33
Structural Engr 1	\$43.00	\$43.75
Technician 3	\$36.25	\$36.88
Technician 2	\$29.28	\$29.79
Technician 1	\$22.67	\$23.07
Intern/Temporary	\$17.00	\$17.30
Land Acquisition	\$39.00	\$39.68
Survey 2	\$39.67	\$40.36
Survey 1	\$30.67	\$31.21
Environmental 2	\$40.00	\$40.70
Environmental 1	\$18.76	\$19.09
Administrative 2	\$37.15	\$37.80
Administrative 1	\$20.00	\$20.35
		\$0.00
		\$0.00
		\$0.00
		\$0.00







**ESTIMATE WORKSHEET**

**Client:** Hampton Lenzini & Renwick  
**Project:** Buckingham Road, north and south bridges  
**Location:** SN 3016; Section 17-00134-00-BR

**GEOCON Proposal No.:** 14-P039.7  
**Date:** April 20, 2017

**Scope:** Two borings to 75 feet or refusal.

	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
<b><u>GEOTECHNICAL</u></b>			
<b>I. Field Exploration Services</b>			
1. Mobilization and soil drilling with SPT sampling at 2.5' int. 30', 5' sampling thereafter	2 Days	\$2,800.00	\$5,600.00
2. Traffic Control	0 Days	\$700.00	\$0.00
3. Stand-by or problem access time	0 Hours	\$200.00	<u>\$0.00</u>
	<b>Subtotal For Field Exploration Services:</b>		<b>\$5,600.00</b>
<b>II. Laboratory Soil Testing Services</b>			
1. Unconfined compressive strength tests, calibrated hand penetrometer tests, visual engineering classification and moisture content tests	1 Lump Sum	\$200.00	\$300.00
	<b>Subtotal for Laboratory Services:</b>		<b>\$300.00</b>
<b>III. Engineering Services for Report Preparation</b>			
1. Project Engineer	2 Hours	\$125.00	<u>\$250.00</u>
	<b>Subtotal for Engineering Services:</b>		<b>\$250.00</b>
	<b>TOTAL PROJECT COST ESTIMATE:</b>		<b>\$6,150.00</b>

**\*\*In accordance with standing General Conditions as modified by HLR**

**Accepted By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## EXHIBIT A

HAMPTON, LENZINI AND RENWICK, INC.

### SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

#### I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

#### II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, sexual preference, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.



## EXHIBIT A

- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the 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 the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five 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.

1. Publishing a statement:

- a. 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.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (1) abide by the terms of the statement; and
  - (2) 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.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. 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.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.  
Printed Name of Organization

*Steven W. Megginson*  
Signature of Authorized Representative

Steven W. Megginson, Vice President  
Printed Name and Title

36-2555986  
Requisition/Contract/Grant  
ID Number

5-12-17  
Date