PHASE

      SUPPLEMENTAL

AGREEMENT FOR SUBCONSULTANT SERVICES

Route       Project

Section       Job No.

County       PTB #

 This is a Supplemental AGREEMENT between      , hereinafter referred to as the Consultant, and      , hereinafter referred to as the SUBCONSULTANT.

 The Consultant and the SUBCONSULTANT entered into an AGREEMENT on       in which the SUBCONSULTANT had agreed to provide professional services in connection with      , hereinafter referred to as the PROJECT.

 The CONSULTANT has authority under their agreement with the Illinois Department of Transportation, hereinafter referred to as the DEPARTMENT, to engage such services, and the SUBCONSULTANT certifies that they are in compliance with Illinois Statutes relating to professional registration of individuals and to corporate practice, if a corporation, for rendering such services.

 The DEPARTMENT through the Consultant now proposes to supplement the AGREEMENT by having the SUBCONSULTANT provide      .

 The DEPARTMENT has determined that this change is in the best interest of the STATE and is authorized by law.

 The SUBCONSULTANT, in signing this AGREEMENT, certifies that they have no financial or other interests in the outcome of this PROJECT.

 The CONSULTANT and the SUBCONSULTANT hereby certify that there was compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (Chapter 30 ILCS 535) in the procurement of the services covered by this AGREEMENT.

 In consideration of these premises, the parties hereto agree as set forth in the following pages numbered 2 - \_\_\_ inclusive.

 This Supplemental AGREEMENT executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

 This Supplemental AGREEMENT becomes null if the agreement between the CONSULTANT and the DEPARTMENT is not authorized.

CONSULTANT SUBCONSULTANT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please mark the appropriate Legal Status blank below.**

The SUBCONSULTANT certifies that:

1. The number shown on this form is the SUBCONSULTANT’s correct taxpayer identification number (or the SUBCONSULTANT is waiting for a number to be issued to them), and
2. The SUBCONSULTANT is not subject to backup withholding because: (a) the SUBCONSULTANT is exempt from backup withholding, or (b) the SUBCONSULTANT has not been notified by the Internal Revenue Service (IRS) that the SUBCONSULTANT is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the SUBCONSULTANT that the SUBCONSULTANT is no longer subject to back-up withholding, and
3. The SUBCONSULTANT’s person with signatory authority for this AGREEMENT is a U.S. person (including a U.S. resident alien), and
4. The SUBCONSULTANT is authorized as a legal entity, in accordance with 30 ILCS 500/20-43, to do business in the State of Illinois.

|  |  |
| --- | --- |
| Under penalties of perjury, I certify that  |  |

is my federal Taxpayer Identification Number or my Social Security Number, as applicable, and that I am doing business as one of the following (please check one):

|  |  |
| --- | --- |
| [ ]  | Corporation |
| [ ]  | Individual/Sole Proprietor or Single Member LLC |
| [ ]  | Partnership |
| [ ]  | Limited Liability Company |
|  | [ ]  S= Corporation[ ]  C= Corporation[ ]  P= Partnership |

**SECTION 1 – GENERAL PROVISIONS**

All work completed under this Supplemental AGREEMENT, and any remaining work under the previous Agreement, shall be bound by the provisions of the Prime Agreement and the Standard Agreement for Consultant Services (dated July 1, 2018), except as amended hereinafter.

**Incorporation by Reference**. The Illinois Department of Transportation’s Standard Agreement Provisions for Consultant Services dated July 1, 2018hereinafter referred to as the STANDARD PROVISIONS are incorporated and made part of this AGREEMENT except as revised and/or deleted or amended hereinafter. The STANDARD PROVISIONS section references are shown in parenthesis.

Whenever the word DEPARTMENT is used in the STANDARD PROVISIONS it shall be construed to mean CONSULTANT and whenever the word CONSULTANT is used, it shall be construed to mean SUBCONSULTANT, except the word DEPARTMENT shall also include the Illinois Department of Transportation in Section 2.14, 2.24, 2.71, 2.72and 2.68 and 2.69 of said STANDARD PROVISIONS.

**Certifications Required by State and/or Federal Law**. The SUBCONSULTANT certifies that they have read the certifications and assurances described in the STANDARD PROVISIONS and certifies that their signature on the AGREEMENT signature sheet constitutes an endorsement and execution of each certification and assurance as though each was individually signed.

**Changes**. If any certification made by the SUBCONSULTANT or term or condition in this AGREEMENT changes, the SUBCONSULTANT must notify the CONSULTANT who will notify the DEPARTMENT in writing within seven days.

**USE ONLY FOR WORK ORDERS**

**Work Orders.** The SUBCONSULTANT, at the request of the CONSULTANT, shall submit a cost estimate for their portion of the work order cost estimate.

**PTB 184 AND BEFORE:**

**Compensation of Principal and Project Manager.** The maximum total compensation for staff working in the capacities of project manager and principal specified in the AGREEMENT is $70.00 per hour ($145,600 annually) that may be charged directly to the CONTRACT. All other classifications are limited to the maximum total compensation of $60.00 per hour ($124,800 annually) that may be charged directly to the CONTRACT.

**PTB 185 and After: (Job Specific)**

**Compensation of Consultant Employees.** The maximum total compensation for partners, principals and employees used to establish the upper limits of the CONTRACT is $86.00 per hour ($178,880 annually). However, when invoicing the DEPARTMENT, the SUBCONSULTANT should use the employee’s current payroll rate unless they are performing SERVICES routinely performed by lesser-salaried personnel.

**PTB 185 and After: (Work Order)**

**Compensation of Consultant Employees.** The maximum total compensation for partners, principals and employees used to establish the upper limits for each Work Order issued shall be the value indicated in the most recent Professional Transportation Bulletin advertised by the DEPARTMENT. However, when invoicing the DEPARTMENT, the SUBCONSULTANT should use the employee’s current payroll rate unless they are performing SERVICES routinely performed by lesser-salaried personnel.

**PTB 184 and Before**

**Method of Payment.** The Method of Payment shall be as stated in Section 2.90 of the Standard Agreement Provisions for Consultant Services, except the Fixed Fee portion of the Cost Plus Fixed Fee method will be determined as specified below.

Compensation = DL+DC+OH+FF. DL is the total Direct Labor, DC is the total Direct Cost, OH is the total Overhead and FF is the Fixed Fee.

The Fixed Fee (FF) is: (0.37+ R)DL+%DL, where R is the advertised Complexity Factor and DL is the total Direct Labor costs.

The %DL is the profit allowed on the direct labor costs of the subconsultants, and the % is based on the number of subconsultants. For one or two subconsultants, it is 10% of the Direct Labor (DL) Costs of the subconsultants; for three or four subconsultants, it is 12% of the Direct Labor (DL) Costs of subconsultants; and, for five or more subconsultants, 15% of Direct Labor (DL) Costs of subconsultants.

**OPTION for PTB 184 and Before - only**

For Cost Plus Fixed Fee Work Order agreements, the %DL is limited to the number of subconsultants working on an individual Work Order, not the number of subconsultants included in the AGREEMENT.

**OPTION IF KEY PERSONNEL CHANGED FROM PREVIOUS AGREEMENT**

**Key Personnel**. The SUBCONSULTANT’S personnel identified in the CONSULTANT’S Statement of Interest are considered essential to the completion of the PROJECT. For purposes of administering Section 2.12 of the STANDARD PROVISIONS, the SUBCONSULTANT’S key personnel are listed below:

|  |  |  |
| --- | --- | --- |
| **Classification** | **Name** | **Location** |
|  |  |  |

#### SECTION 2 - SCOPE OF WORK

The SUBCONSULTANT agrees to perform, at the direction of the CONSULTANT, the services described below:

**SECTION 3 - PROJECT SCHEDULE**

**OPTION FOR *NO* CHANGE**

**Schedule.** The date,      , in Section 3 of the AGREEMENT remains unchanged.

**OPTION FOR CHANGE**

**Schedule.** The date       in Section 3 of the AGREEMENT is changed to      .

**Unforeseen Delays.** For purposes of administering Section 2.21d of the STANDARD PROVISIONS, the fee was negotiated anticipating that the work would be completed by      , which includes review time by the DEPARTMENT.

**USE ONLY FOR CPFF PROJECTS**

**SECTION 4 – COMPENSATION**

**Adjustment.** The Total Agreement Amount is increased by $     , from $      to $     .

This Supplemental AGREEMENT supersedes and includes all costs previously negotiated at the time any and/or all prior approval authorization(s) was/were issued.

**Division of Cost.** The division of cost to the SUBCONSULTANT is summarized in the table below.

The method of compensation is Cost Plus Fixed Fee.

The complexity factor for this PROJECT is      .

**OPTION FOR PHASE II JOBS**

|  |  |  |  |
| --- | --- | --- | --- |
| **SUBCONSULTANT** | **PRIME THRU**\_\_\_\_\_**SUPP** | \_\_\_\_\_**SUPP** | **AMOUNT** |
|  |  |  |  |
| PHASE II LABOR |  |  |
|  (PAYROLL & OVERHEAD) | $ | $ | $ |
|  |  |  |  |
| PHASE III LABOR\* |  |  |  |
|  (PAYROLL & OVERHEAD) | $ | $ | $ |
|  |  |  |  |
| FIXED FEE | $ | $ | $ |
| DIRECT COSTS | $ | $ | $ |
|  |  |  |
| SUBTOTAL | $ | $ | $ |
|  |  |  |  |
| **TOTAL AGREEMENT AMOUNT** | **$** | **$** | **$** |
|  |  |  |  |

\*Note:  Phase III hours are negotiated as a separate item and those funds can be used only for the intended functions.  They may not be used for direct labor on other negotiated tasks.

**OPTION FOR PHASE I & III JOBS**

|  |  |  |  |
| --- | --- | --- | --- |
| **SUBCONSULTANT** | **PRIME THRU**\_\_\_\_\_**SUPP** | \_\_\_\_\_**SUPP** | **AMOUNT** |
|  |  |  |  |
| LABOR (PAYROLL & OVERHEAD) | $ | $ | $ |
| FIXED FEE | $ | $ | $ |
| DIRECT COSTS | $ | $ | $ |
|  |  |  |  |
| SUBTOTAL | $ | $ | $ |
|  |  |  |  |
| **TOTAL AGREEMENT AMOUNT** | **$** | **$** | **$** |
|  |  |  |  |

**OPTION FOR DIRECT COSTS WITH ADDITIONAL ITEMS**

**ALLOWABLE DIRECT COSTS FOR THIS AGREEMENT WILL REMAIN FROM THE PREVIOUS AGREEMENT(S), BUT MUST BE IN ACCORDANCE WITH THE DEPARTMENT’S CURRENT ALLOWABLE DIRECT COST GUIDELINES TO BE BILLED.  ADDITIONAL DIRECT COSTS FOR THIS SUPPLEMENT ARE AS FOLLOWS:**

|  |  |
| --- | --- |
| DIRECT COST | RATE |
|  |  |

**OPTION FOR DIRECT COSTS UNCHANGED**

**ALLOWABLE DIRECT COSTS FOR THIS AGREEMENT WILL REMAIN UNCHANGED FROM THE PREVIOUS AGREEMENT(S), BUT MUST BE IN ACCORDANCE WITH THE DEPARTMENT’S CURRENT ALLOWABLE DIRECT COST GUIDELINES TO BE BILLED.**

**Provisional Rate.** A provisional rate for fringe benefit and overhead has been used for the interim to establish the Total Agreement Amount. When invoicing the department, the SUBCONSULTANT may use the most current approved overhead rate if the rate is higher than the established rate and must use the most current approved overhead rate if the rate is lower than the established rate. At the conclusion of the PROJECT, the actual additive rate for fringe benefit and overhead will be determined by the DEPARTMENT’S audit. If the audited rate(s) differ from the provisional rate, for the final audit, the audited rate(s) will be applied to the audited payroll in that fiscal year.

**Consultant Address.** The SUBCONSULTANT will use the address listed below for all billing, invoicing and receiving payment(s) from the CONSULTANT.