



Local Public Agency Engineering Services Agreement

Using Federal Funds? [X] Yes [ ] No Agreement For: Federal CE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Aurora County: Kane Section Number: 23-00356-00-RS Job Number: C-91-247-24 Project Number: 396K(040) Contact Name: Timothy Weidner, P.E. Phone Number: (630) 256-3202 Email: WeidnerT@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name: Indian Trail Road Key Route: FAU 1503 Length: 3062 FT Structure Number: N/A Location Termini: Highland Avenue to IL Route 31 Add Location Remove Location

Project Description: Milling, pavement patching, HMA resurfacing, intermittent curb and gutter repair, intermittent sidewalk repair, and curb ramp upgrades as needed for ADA compliance. It is anticipated there will also be an addition of curb and gutter with some minor pavement widening where there is no existing curb between Highland Av and west of Pennsylvania Av.

Engineering Funding: [X] Federal [X] MFT/TBP [ ] State [ ] Other Anticipated Construction Funding: [X] Federal [X] MFT/TBP [ ] State [ ] Other

AGREEMENT FOR

[X] Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Thomas Engineering Group, LLC Contact Name: Kevin VanDeWoesty Phone Number: (847) 815-9500 Email: kevinv@thomas-engineering.com Address: 762 Shoreline Drive, Suite 200 City: Aurora State: IL Zip Code: 60504

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

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

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

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514 )
- Exhibit E: BC 775 & BC 776
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are 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.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. 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 US Department of Transportation (US DOT) assisted contract. 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 LPA deems appropriate.
9. 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 LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
  - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

**Field Office Overhead Rates:** Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US 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 US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US 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.).

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, 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 DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, 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 DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. 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 LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA 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 LPA 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 LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
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 have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not 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 the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not 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) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has 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 indicated 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) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 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 DEPARTMENT 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 on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined 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 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 (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 to maintain 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.
  - (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
  - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
  - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA 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.
  - (c) That any difference between the ENGINEER and the LPA 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 LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
  - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
  - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Thomas Engineering Group, LLC	26-1722938	\$176,636.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, Inc.	80-0450719	\$24,999.00
Subconsultant Total		\$24,999.00
Prime Consultant Total		\$176,636.00
Total for all work		\$201,635.00

AGREEMENT SIGNATURES

Attest: The  Local Public Agency Type of  Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name  
Attest:

By (Signature & Date)

Title

By (Signature & Date)

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Thomas Engineering Group, LLC	Kane	23-00356-00-RS

**EXHIBIT A  
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached

## **SCOPE OF SERVICES**

TEG proposes to provide the following scope of engineering services:

### **Pre-Construction Tasks**

1. Establish the Contract Inspector's Checklist for Contract Administration as guidelines for the consultant to follow.
2. Attend an IDOT preconstruction meeting with all interested parties to discuss goals, objectives, and issues.
3. Conduct a local preconstruction meeting with all interested parties to discuss goals, objectives, and issues that the City may have.
4. Submit meeting minutes to the City for review and approval.
5. Review the requirements of construction and all required project permits.
6. Review the plans and specifications in depth, verifying quantities, elevations, and dimensions relevant to the project. Also, anticipate any potential conflicts or issues and develop solutions prior to construction.
7. Review the contractor's proposed construction schedule for compliance with contract.
8. Set up all forms of proper project documentation for IDOT's Construction and Materials Management System (CMMS).
9. Prepare a Maintenance of Traffic (MOT) checklist. Review the MOT for possible improvements highlighting areas of concern.
10. Prepare a project contact list with names, addresses, phone numbers, and email addresses for all contractors, subcontractors, and suppliers for the project. Also, submit 24-hour contact numbers for applicable parties.
11. Review the record drawing requirements with the contractor.
12. Provide public notifications, interactions with residents and businesses.
13. Provide smartphones or other communication technology devices for the resident engineer and other consultant staff as necessary to be able to send and receive project information from remote locations. This information includes, but is not limited to scheduling work, resident inquiries, and updating the City's project website.
14. Provide vehicles clearly identified with the name of the consultant and possessing standard construction warning lights for use within the Project work areas.
15. Utilize TEG Aurora office for project field office.

### **Construction Tasks**

1. Provide a Resident Engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintain site presence at all times when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform City and IDOT representatives. Verify that there are no deviations from the contract documents unless authorized by City and IDOT representatives.
2. Keep the inspector's daily reports and quantity book records up to date. Also maintain a project diary noting all necessary observations. Advise if the contractor is falling behind schedule.





- Maintain orderly files of all relevant project documents in CMMS.
3. Maintain a submittal log and check status to ensure timely approval.
  4. Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to the City for review and submittal to IDOT.
  5. Hold City approved progress meetings (if any).
  6. Provide liaison functions related to coordination of contractors, utilities (if required), developers, other agencies, residents, and property owners engaged or affected by the project.
  7. Check and approve any project submittals for compliance with standards. Forward recommendations to the City and IDOT representatives.
  8. Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
  9. Maintain contact with the utility companies and their contractors as needed to monitor concurrence with proposed schedules, if required.
  10. Maintain daily contact with the City and IDOT representatives as needed to inform on all relevant project information.
  11. Inspect, document, and inform the contractor and the City of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. Document deficiencies and contractor responses to notices of the same. Inform the City and IDOT of deficiencies and if the contractor does not correct or enforce as contract stipulates.
  12. Provide construction layout as needed.
  13. Provide Quality Assurance (QA) services in accordance with IDOT QC/QA practices and procedures (contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test soil, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA/geotechnical requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager.
  14. Maintain a set of working drawings as construction is progressing.
  15. Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team.
  16. Maintain and periodically transmit to the contractor a running punch list to expedite project close out.
  17. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
  18. Monitor and enforce all OSHA safety regulations are followed by the consultant staff and sub-consultants.
  19. Monitor and document erosion control and ensure conformity with the plans and standards.
  20. Follow the IDOT Documentation of Contract Quantities and CMMS Supplement guides. Complete all other miscellaneous paperwork and requirements per IDOT to administer the project including but not limited to certified payrolls, DBE paperwork, interviews, independent weight checks, consultant evaluations, etc.
  21. Provide other work that may be assigned by City staff.
  22. Provide the City with regular invoicing on the BLR 05621 form (Local Agency Cost Plus Fixed Fee Invoice) and provide supporting documentation as requested in order for the City to submit for reimbursement (such as certified time sheets and sub-consultant invoices) in accordance with Section 5-10 of the Bureau of Local Roads and Streets Manual. The City will manage the reimbursement requests.



**Post-Construction Tasks**

1. Perform final inspection with IDOT, the City representative, Contractor, and all applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all work and provide a recommendation to City.
2. Prepare record drawings. Submit the drawings in a hard copy and digital form (AutoCAD).
3. Complete a contractor performance evaluation and conduct a post construction meeting with all interested parties to discuss lessons learned and identify steps to eliminate problems in the future.
4. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
5. Provide all documentation associated with the final balancing change order and final pay estimate.
6. Complete the job box (if required), the final papers, and conduct all audit(s) with IDOT. The job box (if required) will remain property of the City. If no job box is required, provide copies of final papers and other documentation as requested by the City.
7. Close out the project with IDOT within a reasonable time frame after all construction is completed.
8. Provide the City with a final invoice on the BLR 05621 form, labeled "& FINAL". Provide the BLR 05613 Engineering Payment Report with the invoice.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Thomas Engineering Group, LLC	Kane	23-00356-00-RS

**EXHIBIT B  
PROJECT SCHEDULE**

<p>November 8, 2024 - IDOT Letting  May 1, 2025 - Start of Construction (75 Working Days)  October 1, 2025 - Construction Complete  December 31, 2025 - Final pay request and close out documents to IDOT</p>
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Thomas Engineering Group, LLC	Kane	23-00356-00-RS

**Exhibit C  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Consultant Experience	30%
Staff Capabilities	30%
Technical Approach	30%
Adherence to RFQ	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	Thomas Engineering Group, LLC
2	V3 Companies, Ltd.
3	Civiltech Engineering, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



<b>Local Public Agency</b> City of Aurora	<b>County</b> Kane	<b>Section Number</b> 23-00356-00-RS
<b>Prime Consultant (Firm) Name</b> Thomas Engineering Group, LLC	<b>Prepared By</b> Zachary Jaydos	<b>Date</b> 5/30/2024
<b>Consultant / Subconsultant Name</b> Thomas Engineering Group, LLC	<b>Job Number</b> C-91-247-24	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	13	MONTHS	<b>OVERHEAD RATE</b>	153.37%
<b>START DATE</b>	11/1/2024		<b>COMPLEXITY FACTOR</b>	2.00%
<b>RAISE DATE</b>	1/1/2025		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	11/30/2025			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2024	1/1/2025	2	15.38%
1	1/2/2025	12/1/2025	11	86.31%

The total escalation = 1.69%





**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**Job Number**

C-91-247-24

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	176	\$65.00	\$11,440.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$11,440.00</b>



**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**Job Number**

C-91-247-24

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **153.37%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Preconstruction Meeting		2	110	168	36		314	0.16%
Utility Coordination		20	953	1,461	314		2,728	1.35%
Site Review & Layout Verification		24	1,477	2,266	488		4,231	2.10%
Files & Documentation Setup		16	685	1,050	226		1,961	0.97%
Construction Inspection	11,440	1067	49,836	76,433	16,446	24,999	167,714	83.18%
Closeout Documentation		80	3,423	5,250	1,130		9,803	4.86%
Final Survey		8	512	785	169		1,466	0.73%
Record Drawings		8	453	695	150		1,298	0.64%
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<b>Subconsultant DL</b>							\$680.30	0.34%
<b>Direct Costs Total ==&gt;</b>	\$11,440.00						\$11,440.00	5.67%
<b>TOTALS</b>		1225	57,449	88,108	18,959	24,999	201,635	100.00%

**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**Job Number**

C-91-247-24

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction Meeting			Utility Coordination			Site Review & Layout Verification			Files & Documentation Setup			Construction Inspection		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00	7.0	0.57%	0.49													7	0.66%	0.56
Project/Resident Engineer IV	67.01	165.0	13.47%	9.03	1	50.00%	33.50	4	20.00%	13.40							160	15.00%	10.05
Chief Surveyor	71.39	12.0	0.98%	0.70							8	33.33%	23.80						
Technical Manager	56.64	28.0	2.29%	1.29							16	66.67%	37.76						
Engineer II	42.79	1,013.0	82.69%	35.39	1	50.00%	21.40	16	80.00%	34.23				16	100.00%	42.79	900	84.35%	36.09
Engineer I	34.40	0.0																	
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<b>TOTALS</b>		1225.0	100%	\$46.90	2.0	100.00%	\$54.90	20.0	100%	\$47.63	24.0	100%	\$61.56	16.0	100%	\$42.79	1067.0	100%	\$46.71

**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**Job Number**

C-91-247-24

**AVERAGE HOURLY PROJECT RATES**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET  2  OF  2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Closeout Documentation			Final Survey			Record Drawings											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Project Principal	86.00																		
Project/Resident Engineer IV	67.01																		
Chief Surveyor	71.39				4	50.00%	35.69												
Technical Manager	56.64				4	50.00%	28.32	8	100.00%	56.64									
Engineer II	42.79	80	100.00%	42.79															
Engineer I	34.40																		
<b>TOTALS</b>		80.0	100%	\$42.79	8.0	100%	\$64.02	8.0	100%	\$56.64	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



<b>Local Public Agency</b> City of Aurora	<b>County</b> Kane	<b>Section Number</b> 23-00356-00-RS
<b>Prime Consultant (Firm) Name</b> Thomas Engineering, Inc.	<b>Prepared By</b> Michelle Lipinski	<b>Date</b> 7/19/2024
<b>Consultant / Subconsultant Name</b> Rubino Engineering, Inc.	<b>Job Number</b> N/A	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Indian Trail from Highland Ave to IL-31 in Aurora, IL

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	13	MONTHS	<b>OVERHEAD RATE</b>	176.27%
<b>START DATE</b>	11/1/2024		<b>COMPLEXITY FACTOR</b>	
<b>RAISE DATE</b>	3/1/2025		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	11/30/2025			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2024	3/1/2025	4	30.77%
1	3/2/2025	12/1/2025	9	70.62%

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**The total escalation = 1.38%**



**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

N/A

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	16	\$65.00	\$1,040.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	3	\$468.25	\$1,404.75
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	8	\$50.00	\$400.00
Standard Proctor	Inhouse Direct Cost		\$267.00	\$0.00
Cylinders	Inhouse Direct Cost	48	\$19.50	\$936.00
Core Density	Inhouse Direct Cost	4	\$44.50	\$178.00

**TOTAL DIRECT COSTS:**

**\$3,958.75**



**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

N/A

**AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Material Tester 1 & 2														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Material Tester 1 & 2	44.65	121.0	82.46%	36.82	121	82.46%	36.82												
Project Manager / Engineer	50.92	22.0	14.99%	7.63	22	14.99%	7.63												
Staff Engineer / Geologist / Laboratory Staff	37.58	0.0																	
Principal	75.02	3.7	2.55%	1.91	3.74	2.55%	1.91												
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<b>TOTALS</b>		146.7	100%	\$46.36	146.7	100.00%	\$46.36	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00