| Local Agency                      |      |
|-----------------------------------|------|
| City of Aurora                    | l L  |
| ,                                 | ō    |
| County                            | с    |
| DuPage                            | Ā    |
| Section                           | l i` |
| 14-00303-00-BT                    |      |
| Project No.                       |      |
| TE-00D1 (981)                     | A    |
| Job No.                           | G    |
| C-91-041-15                       | E    |
| Contact Name/Phone/E-mail Address | N    |
| Eric Gallt/630.256.3237           | С    |
| egallt@aurora-il.org              | Υ    |



**Construction Engineering Services Agreement** For **Federal Participation** 

|                 | Consultant Thomas Engineering Group  |
|-----------------|--|
| 0               | Address 762 Shoreline Drive, Suite 200   |
| N .<br>S<br>U . | City Aurora  |
| L               | State IL   |
| T<br>A          | Zip Code<br>60504  |
| N<br>T          | Contact Name/Phone/E-mail Address<br>Eric Rose, P.E./630.636.0943/<br>ericr@thomas-engineering.com |
|                 | i end windinas-endineenna.com  |

THIS AGREEMENT is made and entered into this

day of

2016 between the above

Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

Regional Engineer In Responsible Charge Contractor

Deputy Director Division of Highways, Regional Engineer, Department of Transportation Resident Construction Supervisor Authorized representative of the LA in immediate charge of the engineering details of the PROJECT A full time LA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

|         |                                | Project | Description |        |          |               |     |  |
|---------|--------------------------------|---------|-------------|--------|----------|---------------|-----|--|
| Name    | Kautz Road Shared Use Path     | Route   | N/A         | Length | 1.2 mile | Structure No. | N/A |  |
| Termini | McCoy Drive to New York Street |         |             |        |          |               |     |  |

Description: The project consists of constructing a 10' wide shared used path. Work includes tree removal, tree pruning, topsoil striping, excavation, curb & gutter removal, sidewalk removal, drainage structure adjustments, aggregate base course, HMA surface course, PCC sidewalk, retaining wall construction, pavement marking, tree planting, and landscape restoration.

### **Agreement Provisions**

#### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - $\boxtimes$ Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality a. Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - X Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples b. and perform testing as noted below.
  - $\boxtimes$ For soils, to obtain samples and perform testing as noted below. c.
  - $\bowtie$ d. For aggregates, to obtain samples and perform testing as noted below.

For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
- M. Revision of contract drawings to reflect as built conditions.
- n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
- 2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
- 3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
- 4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
- 5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
- 7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
- 9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
- 10. The undersigned certifies neither the ENGINEER nor I have:
  - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property:
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
- 14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
- 15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

#### II. THE LA AGREES,

- To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
- 2. To furnish the necessary plans and specifications.
- 3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
- 4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

| Cost Plus Fixed Fee<br>Formulas |           | 14.5%[DL + R(DL) + OH(DL) + IHDC], or<br>14.5%[(2.3 + R)DL + IHDC]   |
|---------------------------------|-----------|--|
|                                 | Where:    | DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor FF=Fixed Fee SBO = Services by Others |
|                                 | Total Cor | mpensation = DL +IHDC+OH+FF+SBO  |
| Specific Rate                   | ☐ (Pay    | per element)   |
| Lump Sum                        |           |  |

- 5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
  - 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.

☐ With Retainage

- a) **For progressive payments** Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 6. The recipient shall not discriminate on the basis 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.).
- 7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

#### III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

- 7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
- 8. This certification is required by the Drug Free Workplace Act (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 contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

### Agreement Summary

| Prime Consultant:             | TINI Niversham                                     |  |  |
|-------------------------------|--|--|--|
|                               | TIN Number Agreement Amount 26-1722938 \$41,951.62 |  |  |
| Thomas Engineering Group      | 20-1722936   \$41,951.02                           |  |  |
| Sub-Consultants:              | TIN Number Agreement Amount                        |  |  |
| Rubino Engineering Inc.       | 80-0450719 \$4,174.86                              |  |  |
|                               |  |  |  |
|                               |  |  |  |
|                               |  |  |  |
|                               | Sub-Consultant Total: \$4,174.86                   |  |  |
|                               | Prime Consultant Total: \$41,951.62                |  |  |
|                               | Total for all Work: \$46,126.48                    |  |  |
|                               |  |  |  |
|                               |  |  |  |
| Executed by the LA:           | City of Aurora                                     |  |  |
|                               | (Municipality/Township/County)                     |  |  |
|                               |  |  |  |
| ATTEST:                       |  |  |  |
|                               |  |  |  |
| Ву:                           | Ву:  |  |  |
| Clerk                         | Title:   |  |  |
|                               |  |  |  |
| (SEAL)                        |  |  |  |
| (GENE)                        |  |  |  |
|                               |  |  |  |
| Executed by the ENGINEER:     |  |  |  |
|                               | Thomas Engineering Group                           |  |  |
| ATTEST:                       |  |  |  |
|                               |  |  |  |
| 764                           | Eine Rose  |  |  |
| By: Thomas E. Gill, III, P.E. | By: Eric Rose, P.E.                                |  |  |
| ,                             | = y:   |  |  |
| Title: President              | Title: Project Manager                             |  |  |
| Title: President              | Title: Project Manager                             |  |  |

### **Exhibit A - Construction Engineering**

| Route:   | Kautz Road Shared Use Path     |                       |                |
|----------|--------------------------------|-----------------------|----------------|
| Local    | City of Aurora                 | *Firm's approved rate | s on file with |
|          | (Municipality/Township/County) | Bureau of Accounting  | and Auditing:  |
| Section: | 14-00303-00-BT                 |                       |                |
| Project: | TE-00D1 (981)                  | Overhead Rate (OH)    | 146.48         |
| Job No.: | C-91-041-15                    | Complexity Factor (R) | 0.00           |
|          |                                | Calendar Days 61      |                |
|          |                                |                       |                |

Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1 

☐ 14.5%[(2.3 + R)DL + IHDC] Fixed Fee 2

Specific Rate Lump Sum

| Cost Estimate of C | onsultant's Servic         | ces in Dolla  | ars             |                       |                     |                                |                                    |                   |       |
|--------------------|----------------------------|---------------|-----------------|-----------------------|---------------------|--------------------------------|------------------------------------|-------------------|-------|
| Element of Work    | Employee<br>Classification | Man-<br>Hours | Payroll<br>Rate | Payroll Costs<br>(DL) | Overhead<br>(OH*DL) | Services by<br>Others<br>(SBO) | In-House<br>Direct Costs<br>(IHDC) | Fixed Fee<br>(FF) | Total |
| See attached sheet |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
|                    |                            |               |                 |                       |                     |                                |                                    |                   |       |
| Totals             | •                          | 0.00          |                 |                       |                     |                                |                                    |                   |       |



### **Engineering Payment Report**

### **Prime Consultant**

| Name                | rnomas Engineering Group                   |
|---------------------|--|
| Address             | 762 Shoreline Drive, Suite 200, Aurora, IL |
| Telephone           | 630 636-0943                               |
| TIN Number          | 26-1722938                                 |
| Project Information |  |
| Local Agency        | City of Aurora                             |
| Section Number      | 14-00303-00-BT                             |
| Project Number      | TE-00D1 (981)                              |
| Job Number          | C-91-041-15                                |
|                     |  |

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

| Sub-Consultant Name                     | TIN Number              | Actual Payment from Prime |
|---|-------------------------|---------------------------|
| Rubino Engineering Inc.                 | 0450719                 |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
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|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
|   | Sub-Consultant Total:   |                           |
|   | Prime Consultant Total: |                           |
|   | Total for all Work      |                           |
|   | Completed:              |                           |
|   |                         |                           |
|   |                         |                           |
|   |                         |                           |
| Signature and title of Prime Consultant |                         | Date                      |

**Note**: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOTs collection and use of confidential information review the department's <u>Identity Protection Policy</u>.

# PAYROLL ESCALATION TABLE FIXED RAISES

| FIRM NAME<br>PRIME/SUPPLEMENT | Thomas Engineering Group Prime  | DATE 06/02/16 PTB NO. Kautz Road Shared Use Path |
|-------------------------------|---|--|
|                               | CONTRACT TERM         3 MONTHS           START DATE         10/1/2016           RAISE DATE         1/1/2017 | OVERHEAD RATE                                    |
|                               | ESCALATION PER YEAR   |  |
|                               | 10/1/2016 - 1/1/2017  |  |
|                               | 3 3   | <del></del>                                      |
|                               | = 100.00%<br>= 1.0000<br>The total escalation for this project would be: 0.00                               | 0%   |

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## **PAYROLL RATES**

FIRM NAME PRIME/SUPPLEMENT PSB NO.

Thomas Engineering Gr DATE Prime

06/02/16

**Kautz Road Shared Use Path** 

**ESCALATION FACTOR** 

0.00%

| CLASSIFICATION               | CURRENT RATE | CALCULATED RATE |
|------------------------------|--------------|-----------------|
| Principal (GB)               | \$70.00      | \$70.00         |
| Project Manager (ER)         | \$67.40      | \$67.40         |
| Construction Engineer I (MM) | \$26.00      | \$26.00         |
| Survey Chief (CD)            | \$46.20      | \$46.20         |
|                              |              | \$0.00          |
|                              |              | \$0.00          |

# **Subconsultants**

DATE

06/02/16

FIRM NAME PRIME/SUPPLEMENT Prime

**Thomas Engineering Group** 

PSB NO.

**Kautz Road Shared Use Path** 

| NAME                    | Direct Labor Total | Contribution to Prime Consultant |
|-------------------------|--------------------|----------------------------------|
| Rubino Engineering Inc. | 0.00               | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    | 0.00                             |
|                         |                    |                                  |
| Total                   | 0.00               | 0.00                             |

# EXHIBIT A - CONSTRUCTION ENGINEERING COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039 REV 12/04

FIRM Thomas Engineering Group DATE 06/02/16
PSB Kautz Road Shared Use Path OVERHEAD RATE 1.4648

PSB Kautz Road Shared Use Path OVERHEAD RATE 1.4648
PRIME/SUPPLEMENT Prime COMPLEXITY FACTOR 0

| DBE<br>DROP | ITEM                   | MANHOURS | PAYROLL   | OVERHEAD<br>& | IN-HOUSE<br>DIRECT | FIXED    | Outside<br>Direct | SERVICES<br>BY | DBE   | TOTAL     | % OF<br>GRAND |
|-------------|------------------------|----------|-----------|---------------|--------------------|----------|-------------------|----------------|-------|-----------|---------------|
| вох         |                        |          |           | FRINGE BENF   | COSTS              | FEE      | Costs             | OTHERS         | TOTAL |           | TOTAL         |
|             |                        | (A)      | (B)       | (C)           | (D)                | (E)      | (F)               | (G)            | (H)   | (B-G)     |               |
|             | P3 - Preconstruction   | 38       | 1,488.00  | 2,179.62      |                    | 550.56   |                   |                |       | 4,218.18  | 9.14%         |
|             | P3 - Construction      | 266      | 7,997.60  | 11,714.88     | 1,575.00           | 2,959.11 |                   | 4,174.86       |       | 28,421.46 | 61.62%        |
|             | P3 - Post Construction | 142      | 4,757.60  | 6,968.93      |                    | 1,760.31 |                   |                |       | 13,486.84 | 29.24%        |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             |                        |          |           |               |                    |          |                   |                |       |           |               |
|             | Subconsultant DL       |          |           |               |                    | 0.00     |                   |                |       | 0.00      | 0.00%         |
|             | TOTALS                 | 446      | 14,243.20 | 20,863.44     | 1,575.00           | 5,269.98 | 0.00              | 4,174.86       | 0.00  | 46,126.48 | 100.00%       |

### **AVERAGE HOURLY PROJECT RATES**

FIRM **Thomas Engineering Group PSB** 

PRIME/SUPPLEMENT

Kautz Road Shared Use Path Prime

DATE 06/02/16

1 OF 1 SHEET

| PAYROLL                      | AVG    | TOTAL PROJECT RATES |        |         | P3 - Pre | constructi | on      | P3 - Co | nstruction |         | P3 - Pos | st Constru | ction   |       |       |        |       |       |        |
|------------------------------|--------|---------------------|--------|---------|----------|------------|---------|---------|------------|---------|----------|------------|---------|-------|-------|--------|-------|-------|--------|
|                              | HOURLY | Hours               | %      | Wgtd    | Hours    | %          | Wgtd    | Hours   | %          | Wgtd    | Hours    | %          | Wgtd    | Hours | %     | Wgtd   | Hours | %     | Wgtd   |
| CLASSIFICATION               | RATES  |                     | Part.  | Avg     |          | Part.      | Avg     |         | Part.      | Avg     |          | Part.      | Avg     |       | Part. | Avg    |       | Part. | Avg    |
| Principal (GB)               | 70.00  | 6                   | 1.35%  | 0.94    | 2        | 5.26%      | 3.68    | 2       | 0.75%      | 0.53    | 2        | 1.41%      | 0.99    |       |       |        |       |       | ĺ      |
| Project Manager (ER)         | 67.40  | 40                  | 8.97%  | 6.04    | 8        | 21.05%     | 14.19   | 24      | 9.02%      | 6.08    | 8        | 5.63%      | 3.80    |       |       |        |       |       | ĺ      |
| Construction Engineer I (MM) | 26.00  | 364                 | 81.61% | 21.22   | 24       | 63.16%     | 16.42   | 240     | 90.23%     | 23.46   | 100      | 70.42%     | 18.31   |       |       |        |       |       |        |
| Survey Chief (CD)            | 46.20  | 36                  | 8.07%  | 3.73    | 4        | 10.53%     | 4.86    |         |            |         | 32       | 22.54%     | 10.41   |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       | ĺ      |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       | ĺ      |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       | ĺ      |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       | ĺ      |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       | ĺ      |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
|                              |        | 0                   |        |         |          |            |         |         |            |         |          |            |         |       |       |        |       |       |        |
| TOTALS                       |        | 446                 | 100%   | \$31.94 | 38       | 100.00%    | \$39.16 | 266     | 100%       | \$30.07 | 142      | 100%       | \$33.50 | 0     | 0%    | \$0.00 | 0     | 0%    | \$0.00 |



COMPANY NAME: Thomas Engineering Group

PTB NUMBER: City of Aurora - Kautz Road Shared Use Path

TODAY'S DATE: 6/2/2016

| ІТЕМ  | ALLOWABLE   | UTILIZE<br>W.O. ONLY | QUANTITY<br>J.S. ONLY | CONTRACT<br>RATE | TOTAL      |
|---|---|----------------------|-----------------------|------------------|------------|
| Per Diem (per GOVERNOR'S TRAVEL CONTROL<br>BOARD)         | Up to state rate maximum  |                      |                       | \$0.00           | \$0.00     |
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)             | Actual cost (Up to state rate maximum)  |                      |                       | \$0.00           | \$0.00     |
| Air Fare  | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval |                      |                       | \$0.00           | \$0.00     |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)     | Up to state rate maximum  |                      |                       | \$0.00           | \$0.00     |
| Vehicle Owned or Leased                                   | \$32.50/half day (4 hours or less) or \$65/full day                                   |                      | 35                    | \$45.00          | \$1,575.00 |
| Vehicle Rental  | Actual cost (Up to \$55/day)  |                      |                       | \$0.00           | \$0.00     |
| Tolls   | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Parking   | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Overtime  | Premium portion (Submit supporting documentation)                                     |                      |                       | \$0.00           | \$0.00     |
| Shift Differential  | Actual cost (Based on firm's policy)  |                      |                       | \$0.00           | \$0.00     |
| Overnight Delivery/Postage/Courier Service                | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Copies of Deliverables/Mylars (In-house)                  | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Copies of Deliverables/Mylars (Outside)                   | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Project Specific Insurance                                | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Monuments (Permanent)                                     | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Photo Processing  | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| 2-Way Radio (Survey or Phase III Only)                    | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Telephone Usage (Traffic System Monitoring Only)          | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| CADD  | Actual cost (Max \$15/hour)   |                      |                       | \$0.00           | \$0.00     |
| Web Site  | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Advertisements  | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Public Meeting Facility Rental                            | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Public Meeting Exhibits/Renderings & Equipment            | Actual cost (Submit supporting documentation)   |                      |                       | \$0.00           | \$0.00     |
| Recording Fees  | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Transcriptions (specific to project)                      | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Courthouse Fees   | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Storm Sewer Cleaning and Televising                       | Actual cost (Requires 2-3 quotes with IDOT approval)                                  |                      |                       | \$0.00           | \$0.00     |
| Traffic Control and Protection                            | Actual cost (Requires 2-3 quotes with IDOT approval)                                  |                      |                       | \$0.00           | \$0.00     |
| Aerial Photography and Mapping                            | Actual cost (Requires 2-3 quotes with IDOT approval)                                  |                      |                       | \$0.00           | \$0.00     |
| Utility Exploratory Trenching                             | Actual cost (Requires 2-3 quotes with IDOT approval)                                  |                      |                       | \$0.00           | \$0.00     |
| Testing of Soil Samples*                                  | Actual cost   |                      |                       | \$0.00           | \$0.00     |
| Lab Services*   | Actual cost (Provide breakdown of each cost)  |                      |                       | \$0.00           | \$0.00     |
| Equipment and/or Specialized Equipment Rental*            | Actual cost (Requires 2-3 quotes with IDOT approval)                                  |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
|   |   |                      |                       | \$0.00           | \$0.00     |
| TOTAL DIDECT COS  | -   |                      |                       | <b>\$3.00</b>    |            |
| *If other allowable costs are needed and not listed, plea |   |                      |                       |                  | \$1,575.00 |

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order J.S. = Job Specific

PRINTED 6/2/2016 BDE 436 (Rev. 09/30/13)

# COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

DF-824-039 REV 12/04 **DATE** 

FIRM Rubino Engineering, Inc.

PSB OVERHEAD RATE 1.133

PRIME/SUPPLEMENT Thomas Engineering, Inc. COMPLEXITY FACTOR 0

| DBE  |                        |                |             | OVERHEAD        | SERVICES             |         |        |        |          |          |
|------|------------------------|----------------|-------------|-----------------|----------------------|---------|--------|--------|----------|----------|
| DROP | ITEM                   | MANHOURS       | PAYROLL     | &               | DIRECT               | FIXED   | Direct | BY     | DBE      | TOTAL    |
| вох  |                        |                |             | FRINGE BENF     | COSTS                | FEE     | Costs  | OTHERS | TOTAL    |          |
|      |                        | (A)            | (B)         | (C)             | (D)                  | (E)     | (F)    | (G)    | (H)      | (B-G)    |
| DBE  | Concrete Testing       | 10             |             | 453.79          |                      | 148.19  |        |        | 1,268.50 | 1,268.50 |
| DBE  | Asphalt Testing        | 14             |             |                 |                      | 203.83  |        |        | 1,693.85 | 1,693.85 |
| DBE  | Aggregate Base Testing | 10             | 400.52      | 453.79          | 210.00               | 148.19  |        |        | 1,212.50 | 1,212.50 |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      | In Ho                  | ouse Direct Co | sts         |                 |                      |         |        | _      |          |          |
|      |                        | <del> </del>   | <del></del> |                 |                      |         |        | H      |          |          |
|      | Conc                   | rete Testing:  |             | Cylinder breaks | : 2*4*\$17/c         | vlinder |        | -      |          |          |
|      | Conc                   | rete resting.  |             | Vehicle: 2*\$65 |                      | yiiiaci |        | -      |          |          |
|      |                        |                |             | Verneie. 2 905  | , au y               |         |        | H      |          |          |
|      | Acnh                   | alt Testing:   |             | Nuc Density Ga  | μσ <u>ο</u> : 3*¢/0/ | day     |        | H      |          |          |
|      | Азрії                  | iait resting.  |             | Vehicle: 3*\$65 | -                    | uay     |        | -      |          |          |
|      |                        |                |             | vernicie. 5 505 | , uay                |         |        |        |          |          |
|      | Aggr                   | egate Testing: |             | Nuc Density Ga  | ugo: 2*¢40/          | day     |        |        |          |          |
|      | 7881                   | egate resting. |             | Vehicle: 2*\$65 |                      | uay     |        |        |          |          |
|      |                        |                |             | vernicie. 2 303 | , uay                |         |        | П      |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      |                        |                |             |                 |                      |         |        |        |          |          |
|      | Subconsultant DL       |                |             |                 |                      | 0.00    |        |        |          | 0.00     |
|      |                        | 0.4            | 4 254 22    | 4 504 70        | 704.00               |         |        | 0.00   | 4 474 00 |          |
|      | TOTALS                 | 34             | 1,351.92    | 1,531.73        | 791.00               | 500.21  | 0.00   | 0.00   | 4,174.86 | 4,174.86 |

PREPARED BY THE AGREEMENTS UNIT

Printed 6/2/2016 2:45 PM **DBE** 

### **PAYROLL RATES**

FIRM NAME PRIME/SUPPLEMENT PSB NO. Rubino Engineering, Inc DATE Thomas Engineering, Inc.

06/02/16

**ESCALATION FACTOR** 

0.00%

| CLASSIFICATION    | CURRENT RATE | CALCULATED RATE |
|-------------------|--------------|-----------------|
| Material Tester 1 | \$37.59      | \$37.59         |
| Material Tester 2 | \$37.59      | \$37.59         |
| Project Manager   | \$49.90      | \$49.90         |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
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|                   |              | \$0.00          |
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|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |
|                   |              | \$0.00          |

### **AVERAGE HOURLY PROJECT RATES**

| FIRM Rubino Engineering, Inc.             |                         |
|---|-------------------------|
| PSB                                       | DATE 06/02/16           |
| PRIME/SUPPLEMENT Thomas Engineering, Inc. |                         |
|   | <b>SHEET</b> _ 1 OF _ 5 |

| PAYROLL AVG       |        | TOTAL PROJECT RATES |        |         | Concret | e Testing | Asphalt Testing |        |                                       | Aggreg  | ate Base T | estina |         |              |       |        |       |       |        |
|-------------------|--------|---------------------|--------|---------|---------|-----------|-----------------|--------|---------------------------------------|---------|------------|--------|---------|--------------|-------|--------|-------|-------|--------|
|                   | HOURLY | Hours               | %      | Wgtd    | Hours   | %         | Wgtd            |        | " " " " " " " " " " " " " " " " " " " |         | Hours      | %      | Wgtd    | Hours        | %     | Wgtd   | Hours | %     | Wgtd   |
| CLASSIFICATION    | RATES  | 110410              | Part.  | Avg     | 110010  | Part.     | Avg             | 110410 | Part.                                 | Avg     | 110010     | Part.  | Avg     | i i i da i d | Part. | Avg    |       | Part. | Avg    |
| Material Tester 1 | 37.59  | 28                  | 82.35% | 30.96   | 8       | 80.00%    | 30.07           | 12     | 85.71%                                | 32.22   | 8          | 80.00% | 30.07   |              |       |        |       |       | 9      |
| Material Tester 2 | 37.59  | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
| Project Manager   | 49.90  | 6                   | 17.65% | 8.81    | 2       | 20.00%    | 9.98            | 2      | 14.29%                                | 7.13    | 2          | 20.00% | 9.98    |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
|                   |        | 0                   |        |         |         |           |                 |        |                                       |         |            |        |         |              |       |        |       |       |        |
| TOTALS            |        | 34                  | 100%   | \$39.76 | 10      | 100.00%   | \$40.05         | 14     | 100%                                  | \$39.35 | 10         | 100%   | \$40.05 | 0            | 0%    | \$0.00 | 0     | 0%    | \$0.00 |