Local Public Agency	
City of Aurora	L
	_
County	_ c
Kane	_ A
Section	٦í
18-00324-00-BR	
Project No.	
IHXI(536)	_ A
Job No.	G
P-91-043-18	_ E
Contact Name/Phone/E-mail Address	N
Christopher Lirot, P.E.	C
630-256-3200	Y
CLirot@aurora-il.org	

Illinois Department of Transportation
---------------------------------------

Preliminary Engineering Services Agreement For Federal Participation

	Consultant Alfred Benesch & Company
С	
0	Address
N	35 W. Wacker Dr. Suite 3300
	City
S U	Chicago
	State
L	IL
T	Zip Code
Α	60601
Ν	Contact Name/Phone/E-mail Address
Т	Mark Bendok, PE, SE
	312-565-0450

mbendok@benesch.com

THIS AGREEMENT is made and entered into this	day of	,	2018	between the above
Local Public Agency (LPA) and Consultant (ENGIN	EER) and covers certain professional engin	neering se	rvices in	connection with the
PROJECT. Federal-aid funds allotted to the LPA b	y the state of Illinois under the general supe	ervision of	the Illino	ois Department of
Transportation (STATE) will be used entirely or in n	art to finance angineering convices as dose	ribad und	or ACDE	EMENT DDOVICIONS

	Project Description  ne Farnsworth Avenue Route FAP 0360 Length 0.04 mi Structure No. 045-6011						
Name	Farnsworth Avenue	Route	FAP 0360	Length	0.04 mi	Structure No.	045-6011
Termini	Over Indian Creek						

Description Phase I engineering services for the reconstruction of the bridge carrying Farnsworth Avenue over Indian Creek. Project to include environmental engineering, geotechnical and drainage studies.

#### **Agreement Provisions**

#### I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- 3. To complete the services herein described within <u>534</u> calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

- 9. The undersigned certifies neither the ENGINEER nor I have:
  - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT.
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13.	Sco	pe of Services to be provided by the ENGINEER:
	$\boxtimes$	Make such detailed surveys as are necessary for the planning and design of the PROJECT.
	$\boxtimes$	Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
		Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
		Design and/or approve cofferdams and superstructure shop drawings.
		Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
		Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
		Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient dat for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
		Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
		Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
		Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
		Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
		Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and

borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

#### II. THE LPA AGREES,

- 1. To furnish the ENGINEER all presently available survey data and information
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

	Cost Plus Fixed Fee	CPFF :	= 14.5%[DL + R(DL) + OH(DL) + IHDC], or = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or = 14.5%[(2.3 + R)DL + IHDC]
		Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
	Specific Rate	☐ (Pay pe	er element)
	Lump Sum		
3.	To pay the ENGINEER us	ing one of th	e following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
	☐ With Retainage		

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, 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 LPA, 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 LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA 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.
- 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 the LPA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- 5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

## III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
- 2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

- 3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
- 5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- 7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. This AGREEMENT may be terminated by the 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 to date of the written notice of termination.
- 9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

- 10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- 11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Prime Consultant:  Alfred Benesch & Comapny	TIN Number Agreement Amount 36-2407363 \$227,714.00
Alfred Benesch & Comapny	
Out Our Marke	
Sub-Consultants:	TIN Number Agreement Amount
Huff & Huff	36-3044842 \$14,266.00
Rubino Engineering	80-0450719 \$19,570.00
	Sub-Consultant Total: \$33,836.00
	Prime Consultant Total: \$193,878.00
	Total for all Work: \$227,714.00
Executed by the LPA:  ATTEST:	City of Aurora  (Municipality/Township/County)
Ву:	Ву:
Clerk	Title:
Oldik	THO.
(SEAL)	8
Executed by the ENGINEER:	
ATTEST:	Alfred Benesch & Company
By: Horan Abdan	
Title: S. M. President	Title: Spr Vice President

Page 5 of 11 Printed on 5/9/2018 7:51:30 AM

## **Exhibit A - Preliminary Engineering**

Route: F	·AP 0360 (Farnsworth Ave.)			
Local Agency:	City of Aurora	*Firm's approved rate	s on file with I	DOT'S
	(Municipality/Township/County)	Bureau of Accounting	and Auditing:	
Section:	18-00324-00-BR			
Project:	IHXI(536)	Overhead Rate (OH)	159.80	%
Job No.:	P-1-043-18	Complexity Factor (R)	0.00	<u> </u>
		Calendar Days 534		
Method of Cor	mpensation:			

14.5%[DL + R(DL) + 1.4(DL) + IHDC]
14.5%[(2.3 + R)DL + IHDC]

#### Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man- Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Data Collection	Project Principal	1.00	\$70.00	\$70.00	\$111.86	\$540.00		\$26.37	\$748.23
Data Collection	Project	3.00	\$63.93	\$191.80	\$306.50	ψ340.00		\$72.25	\$570.55
Data Collection	Sr Project	4.00	\$48.96	\$195.84	\$312.95			\$73.77	\$582.57
Data Collection	Project	4.00	\$42.98	\$171.93	\$274.75			\$64.77	\$511.45
Data Collection	Project	4.00	\$38.14	\$152.55	\$243.78			\$57.47	\$453.80
Data Collection	Designer II	7.00	\$34.68	\$242.76	\$387.93			\$91.45	\$722.14
Data Collection	Designer I	7.00	\$33.92	\$237.41	\$379.37			\$89.43	\$706.21
Data Collection	Sr Technologist	4.00	\$41.06	\$164.22	\$262.42			\$61.86	\$488.51
Data Collection	Technologist II	4.00	\$34.68	\$138.72	\$221.67			\$52.26	\$412.65
Data Collection	Project	1.00	\$21.93	\$21.93	\$35.04			\$8.26	\$65.24
Data Collection	Office Assistant	1.00	\$18.16	\$18.16	\$29.01			\$6.84	\$54.01
Survey	Sr Surveyor	8.00	\$50.18	\$401.47	\$641.55		\$1,040.00	\$302.04	\$2,385.06
Survey	Sr Party Chief	64.00	\$42.02	\$2,689.54	\$4,297.88			\$1,013.18	\$8,000.59
Survey	Party Chief	60.00	\$33.30	\$1,998.18	\$3,193.09			\$752.73	\$5,944.01
Utility Coordination	Project Principal	1.00	\$70.00	\$70.00	\$111.86		\$65.00	\$35.79	\$282.65
Utility Coordination	Project	3.00	\$63.93	\$191.80	\$306.50			\$72.25	\$570.55
Utility Coordination	Sr Project	3.00	\$48.96	\$146.88	\$234.71			\$55.33	\$436.93
Utility Coordination	Project	8.00	\$42.98	\$343.86	\$549.49			\$129.54	\$1,022.89

Cost Plus Fixed Fee 1

Cost Plus Fixed Fee 2 Cost Plus Fixed Fee 3

Specific Rate Lump Sum

Utility Coordination	Project	8.00	\$38.14	\$305.10	\$487.55			\$114.94	\$907.59
Utility Coordination	Designer II	11.00	\$34.68	\$381.48	\$609.61			\$143.71	\$1,134.79
Utility Coordination	Designer I	11.00	\$33.92	\$373.07	\$596.16			\$140.54	\$1,109.76
Utility Coordination	Sr Technologist	3.00	\$41.06	\$123.17	\$196.82			\$46.40	\$366.38
	Ĭ								
Hydrlc & Rdwy Drain	Project Principal	4.00	\$70.00	\$280.00	\$447.44	\$393.00	\$65.00	\$114.90	\$1,300.34
Hydrlc & Rdwy Drain	Project	24.00	\$63.93	\$1,534.41	\$2,451.98			\$578.03	\$4,564.41
Hydrlc & Rdwy Drain	Sr Project	40.00	\$48.96	\$1,958.40	\$3,129.52			\$737.75	\$5,825.67
Hydrlc & Rdwy Drain	Project	40.00	\$42.98	\$1,719.31	\$2,747.46			\$647.68	\$5,114.45
Hydrlc & Rdwy Drain	Project	40.00	\$38.14	\$1,525.51	\$2,437.77			\$574.68	\$4,537.96
Hydrlc & Rdwy Drain	Designer II	22.00	\$34.68	\$762.96	\$1,219.21			\$287.41	\$2,269.58
Hydrlc & Rdwy Drain	Designer I	22.00	\$33.92	\$746.13	\$1,192.32			\$281.07	\$2,219.52
Hydrlc & Rdwy Drain	Sr Technologist	12.00	\$41.06	\$492.66	\$787.27			\$185.59	\$1,465.52
Hydrlc & Rdwy Drain	Technologist II	12.00	\$34.68	\$416.16	\$665.02			\$156.77	\$1,237.96
Hydrlc & Rdwy Drain	Project	2.00	\$21.93	\$43.86	\$70.09			\$16.52	\$130.47
Hydrlc & Rdwy Drain	Office Assistant	2.00	\$18.16	\$36.31	\$58.03			\$13.68	\$108.02
Geometric Studies	Project Principal	4.00	\$70.00	\$280.00	\$447.44			\$105.48	\$832.92
Geometric Studies	Project	10.00	\$63.93	\$639.34	\$1,021.66			\$240.84	\$1,901.84
Geometric Studies	Sr Project	18.00	\$48.96	\$881.28	\$1,408.29			\$331.99	\$2,621.55
Geometric Studies	Project	18.00	\$42.98	\$773.69	\$1,236.36			\$291.46	\$2,301.50
Geometric Studies	Project	18.00	\$38.14	\$686.48	\$1,097.00			\$258.60	\$2,042.08
Geometric Studies	Designer II	26.00	\$34.68	\$901.68	\$1,440.88			\$339.67	\$2,682.24
Geometric Studies	Designer I	26.00	\$33.92	\$881.79	\$1,409.10			\$332.18	\$2,623.07
Geometric Studies	Sr Technologist	10.00	\$41.06	\$410.55	\$656.06			\$154.66	\$1,221.27
Geometric Studies	Technologist II	10.00	\$34.68	\$346.80	\$554.19			\$130.64	\$1,031.63
Geometric Studies	Project	4.00	\$21.93	\$87.72	\$140.18			\$33.05	\$260.94
Geometric Studies	Office Assistant	4.00	\$18.16	\$72.62	\$116.05			\$27.36	\$216.04
Environmental Studies	Project Principal	1.00	\$70.00	\$70.00	\$111.86			\$26.37	\$208.23
Environmental Studies	Project	3.00	\$63.93	\$191.80	\$306.50			\$72.25	\$570.55
Environmental Studies	Sr Project	5.00	\$48.96	\$244.80	\$391.19			\$92.22	\$728.21
Environmental Studies	Project	5.00	\$42.98	\$214.91	\$343.43			\$80.96	\$639.31
Environmental Studies	Project	4.00	\$38.14	\$152.55	\$243.78			\$57.47	\$453.80
Environmental Studies	Designer II	13.00	\$34.68	\$450.84	\$720.44			\$169.84	\$1,341.12
Environmental Studies	Designer I	13.00	\$33.92	\$440.90	\$704.55			\$166.09	\$1,311.53
Public Involvement	Project Principal	2.00	\$70.00	\$140.00	\$223.72		\$65.00	\$62.16	\$490.88
Public Involvement	Sr Project	2.00	\$70.00	\$140.00	\$223.72			\$52.74	\$416.46
Public Involvement	Project	2.00	\$63.93	\$127.87	\$204.33			\$48.17	\$380.37
Public Involvement	Project	2.00	\$51.61	\$103.22	\$164.95			\$38.89	\$307.06
Public Involvement	Sr Project	8.00	\$48.96	\$391.68	\$625.90			\$147.55	\$1,165.13

Public Involvement	Project	8.00	\$42.98	\$343.86	\$549.49		\$129.54	\$1,022.89
Public Involvement	Project	8.00	\$38.14	\$305.10	\$487.55		\$114.94	\$907.59
Public Involvement	Designer II	2.00	\$34.68	\$69.36	\$110.84		\$26.13	\$206.33
Public Involvement	Designer I	2.00	\$33.92	\$67.83	\$108.39		\$25.55	\$201.77
Public Involvement	Project	2.00	\$21.93	\$43.86	\$70.09		\$16.52	\$130.47
Public Involvement	Office Assistant	2.00	\$18.16	\$36.31	\$58.03		\$13.68	\$108.02
		2.00	ψ.σσ	<b>400.0</b> .	<b>400.00</b>		ψ.σ.σσ	ψ.σσ.σ <u>=</u>
BCR, TS&L & SGR	Project Principal	4.00	\$70.00	\$280.00	\$447.44		\$105.48	\$832.92
BCR, TS&L & SGR	Sr Project	4.00	\$70.00	\$280.00	\$447.44		\$105.48	\$832.92
BCR, TS&L & SGR	Project	18.00	\$63.93	\$1,150.80	\$1,838.99		\$433.52	\$3,423.31
BCR, TS&L & SGR	Project	8.00	\$51.61	\$412.90	\$659.81		\$155.54	\$1,228.25
BCR, TS&L & SGR	Sr Project	50.00	\$48.96	\$2,448.00	\$3,911.90		\$922.19	\$7,282.09
BCR, TS&L & SGR	Project	50.00	\$42.98	\$2,149.14	\$3,434.33		\$809.60	\$6,393.07
BCR, TS&L & SGR	Project	50.00	\$38.14	\$1,906.89	\$3,047.21		\$718.34	\$5,672.44
BCR, TS&L & SGR	Senior Designer	50.00	\$43.25	\$2,162.40	\$3,455.52		\$814.60	\$6,432.51
BCR, TS&L & SGR	Designer II	60.00	\$34.68	\$2,080.80	\$3,325.12		\$783.86	\$6,189.78
BCR, TS&L & SGR	Designer I	60.00	\$33.92	\$2,034.90	\$3,251.77		\$766.57	\$6,053.24
BCR, TS&L & SGR	Sr Technical	20.00	\$48.17	\$963.49	\$1,539.66		\$362.96	\$2,866.11
BCR, TS&L & SGR	Technical	20.00	\$37.94	\$758.88	\$1,212.69		\$285.88	\$2,257.45
BCR, TS&L & SGR	Sr Technologist	20.00	\$41.06	\$821.10	\$1,312.12		\$309.32	\$2,442.53
BCR, TS&L & SGR	Technologist II	20.00	\$34.68	\$693.60	\$1,108.37		\$261.29	\$2,063.26
BCR, TS&L & SGR	Project	3.00	\$21.93	\$65.79	\$105.13		\$24.78	\$195.71
BCR, TS&L & SGR	Office Assistant	3.00	\$18.16	\$54.47	\$87.04		\$20.52	\$162.03
PDR	Project Principal	2.00	\$70.00	\$140.00	\$223.72		\$52.74	\$416.46
PDR	Project	6.00	\$63.93	\$383.60	\$613.00		\$144.51	\$1,141.10
PDR	Project	4.00	\$51.61	\$206.45	\$329.90		\$77.77	\$614.12
PDR	Sr Project	6.00	\$48.96	\$293.76	\$469.43		\$110.66	\$873.85
PDR	Project	6.00	\$42.98	\$257.90	\$412.12		\$97.15	\$767.17
PDR	Project	20.00	\$38.14	\$762.76	\$1,218.88		\$287.34	\$2,268.98
PDR	Senior Designer	20.00	\$43.25	\$864.96	\$1,382.21		\$325.84	\$2,573.01
PDR	Designer II	20.00	\$34.68	\$693.60	\$1,108.37		\$261.29	\$2,063.26
PDR	Designer I	20.00	\$33.92	\$678.30	\$1,083.92		\$255.52	\$2,017.75
PDR	Sr Technical	6.00	\$48.17	\$289.05	\$461.90		\$108.89	\$859.83
PDR	Technical	7.00	\$37.94	\$265.61	\$424.44		\$100.06	\$790.11
PDR	Sr Technologist	6.00	\$41.06	\$246.33	\$393.64		\$92.79	\$732.76
PDR	Technologist II	7.00	\$34.68	\$242.76	\$387.93		\$91.45	\$722.14
PDR	Project	2.00	\$21.93	\$43.86	\$70.09		\$16.52	\$130.47
PDR	Office Assistant	2.00	\$18.16	\$36.31	\$58.03		\$13.68	\$108.02
Meetings	Project Principal	2.00	\$70.00	\$140.00	\$223.72	\$325.00	\$99.86	\$788.58
Meetings	Project	24.00	\$63.93	\$1,534.41	\$2,451.98		\$578.03	\$4,564.41

Meetings	Sr Project	13.00	\$48.96	\$636.48	\$1,017.10			\$239.77	\$1,893.34
Meetings	Project	13.00	\$42.98	\$558.78	\$892.92			\$210.50	\$1,662.20
Meetings	Project	1.00	\$21.93	\$21.93	\$35.04			\$8.26	\$65.24
Meetings	Office Assistant	1.00	\$18.16	\$18.16	\$29.01			\$6.84	\$54.01
QA/QC, Coord. & Admin.	Project Principal	6.00	\$70.00	\$420.00	\$671.16	\$250.00		\$158.22	\$1,499.38
QA/QC, Coord. & Admin.	Sr Project	36.00	\$70.00	\$2,520.00	\$4,026.96			\$949.31	\$7,496.27
QA/QC, Coord. & Admin.	Project	36.00	\$63.93	\$2,301.61	\$3,677.97			\$867.04	\$6,846.62
QA/QC, Coord. & Admin.	Project	36.00	\$51.61	\$1,858.03	\$2,969.14			\$699.94	\$5,527.11
QA/QC, Coord. & Admin.	Sr Project	15.00	\$48.96	\$734.40	\$1,173.57			\$276.66	\$2,184.63
QA/QC, Coord. & Admin.	Project	7.00	\$42.98	\$300.88	\$480.81			\$113.34	\$895.03
QA/QC, Coord. & Admin.	Office Manager	1.00	\$31.82	\$31.82	\$50.85			\$11.99	\$94.67
QA/QC, Coord. & Admin.	Project	1.00	\$21.93	\$21.93	\$35.04			\$8.26	\$65.24
Huff & Huff	See AHPR	117.00	\$43.58	\$4,226.89	\$7,889.07	\$290.00	\$90.75	\$1,769.97	\$14,266.00
Rubino Engineering, Inc.	See AHPR	120	\$49.80	\$4,999.22	\$8,748.14	\$1,000.00	\$2,471.00	\$2,351.66	\$19,570.00
Totals		1,719.00		\$73,402.86	\$119,191.65	\$2,473.00	\$4,121.75	\$28,523.86	\$227,714.00

## **Exhibit B**



# Engineering Payment Report (Submit with Final Invoice)

### **Prime Consultant**

Name	Alfred Benesch & Company		
Address	35 W. Wacker Dr, Ste 3300 C		
Telephone	312-565-0450	<del></del>	
TIN Number			
Project Information	1		
Local Agency	City of Aurora		
Section Number	18-00324-00-BR	<del></del>	
Project Number	IHXI(536)		
Job Number	P-91-043-18		
	the amount paid to the Sub-consultant on on, the undersigned certifies that work was o		
	Sub-Consultant Name	TIN Number	Actual Payment from Prime
Huff & Huff		36-3044842	
Rubino Engineering		80-0450719	
		Sub-Consultant Total:	
		Prime Consultant Total:	
		Total for all Work	
		Completed:	
,	Signature and title of Prime Consultant	<del></del>	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>.

Page 10 of 11 Printed on 5/9/2018 7:51:30 AM BLR 05610 (Rev. 11/09/17)

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

Local Public Agency City of Aurora\_ 18-00324-00-BR\_ Section Number Project Number IHXI(536) Job Number

P-91-043-18

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$25,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$25,000.

For	m Not Applicable (engineering services less than \$25,000)					
1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services?					
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 <i>BLRS Manual</i> ?  Yes  No  If no, IDOT's approval date:					
3.	Was the scope of services for this project clearly defined? X Yes No					
4.	Was public notice given for this project?					
5.	Do the written QBS policies and procedures cover conflicts of interest? Xes No					
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? $\boxtimes$ Yes $\square$ No					
7.	Do the written QBS policies and procedures discuss the method of evaluation? Yes No  Criteria for this project Weighting Criteria for this project Weighting  Technical Approach 10 % Work Load Capacity 10 %  Firm Experience 10 % Past Performance 30 %  Specialized Expertise 10 %  Staff Capabilities 30 %					
8.	Do the written QBS policies and procedures discuss the method of selection?  Yes  No Selection committee (titles) for this project:  CIP Project Manager, Project Engineer, Project  Coordinator Top three consultants selected for this project in order: 1) Benesch 2) CMT 3) HR Green If less than 3 responses were received, IDOT's approval date:					
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?  ☐ Yes ☐ No					
10.	Were negotiations for this project performed in accordance with federal requirements?					
11.	Were acceptable costs for this project verified?  ☐ Yes ☐ No ☐ LPA will rely on IDOT review and approval of costs.					
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? $\boxtimes$ Yes $\square$ No					
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?   Yes  No					

Page 11 of 11 Printed on 5/9/2018 7:51:30 AM