



Local Public Agency Engineering Services Agreement

Agreement For Agreement Type
Using Federal Funds? ☐ Yes ☒ No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Aurora	Kane	22-00350-00-BI	
Project Number	Contact Name	Phone Number	Email
	Tim Weidner	(630) 256-3202	WeidnerT@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Various	Various	Various	Various
Location Termini			
City of Aurora			<input type="button" value="Add Location"/>
			<input type="button" value="Remove Location"/>

Project Description
City of Aurora Bridge Inspection Program 2023-2024

Engineering Funding ☒ MFT/TBP ☐ State ☐ Other
Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Alfred Benesch & Company	Mark Bendok	(312) 565-0450	mbendok@benesch.com
Address	City	State	Zip Code
1230 E. Diehl Rd., Suite 109	Naperville	IL	60563

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☐ EXHIBIT ____ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☒ EXHIBIT E: Summary of Railroad Fees _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. 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 DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly 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 in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) 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 in all previous partial payments made to the ENGINEER.
- (2) 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 of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Percent

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. 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 materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, 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, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT 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.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Alfred Benesch & Company	36-2407363	\$226,616.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$226,616.00
Total for all work		\$226,616.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
City of Aurora

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

City of Aurora

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Alfred Benesch & Company

By (Signature & Date)

Mark Bendok Digitally signed by Mark Bendok
Date: 2022.12.15 14:44:20 -06'00'

Title

Senior Project Manager

By (Signature & Date)

Andrew Keaschall Digitally signed by Andrew
Keaschall
Date: 2022.12.15 14:23:32 -06'00'

Title

Senior Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora	Alfred Benesch & Company	Kane	22-00350-00-BI

**EXHIBIT A
SCOPE OF SERVICES**

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

See attached.

Exhibit A
City of Aurora, IL
2023-2024 Bridge Inspection Program
Section Number: 22-00350-00-BI

Alfred Benesch & Company (Benesch) will provide NBIS Routine and Element Level Inspections, as well as channel cross-sections, visual inspection of non-NBI structures and on-call engineering services as Agency Program Manager for the City of Aurora (City), Illinois. The inspections will be performed in accordance with the National Bridge Inspection Standards (NBIS), Structure Information and Procedure Manual (IDOT), and Manual of Bridge Evaluation (AASHTO). The following outlines the scope, schedule and cost required to successfully complete the project.

Scope of Work

1.0 Bridge Inspections

1.1 Field Work

Benesch will perform the required inspection types of each bridge per the inspection schedule shown in Exhibit B. All inspections will be performed in the daytime. No night inspections anticipated nor included in this contract. The field inspection will involve a close visual inspection of the entire structure and include digital photographs of both sound and deteriorated areas. Underside inspection of bridges over water will be performed from the banks with the use waders or a Benesch owned raft, if necessary. Substructure elements submerged in water will be probed for scour. Channel cross-sections are required for only one bridge (045-6054). Benesch will communicate any critical findings to the City immediately while in the field and follow-up on any other serious finding within 24 hours of inspection completion per bridge.

1.2 Forms/Reports

Benesch will prepare and submit to IDOT via email all applicable inspection forms in PDF format. These forms include BBS-RIR, BBS-ELI and BBS-2425 (new form for channel cross-sections), as well as mark-ups on the S-105, S-111 and S-114 forms. Benesch will also prepare and submit to the City via email a PDF Bridge Inspection Report for each structure (except for one structure noted below). Reports will include color photographs, findings, a summary of short-term repair and maintenance recommendations (up to five years) and corresponding planning level cost estimates. A brief memo of findings and/or email will replace the Bridge Inspection Report for the Savannah Culvert.

2.0 On-Call Design Engineering Services

Benesch will provide on-call design engineering services for the bridges on an as needed basis. The number of on-call tasks and scope for these services is unknown at this time. Tasks will be assigned by the City and will be tracked by Benesch individually. An email notice to proceed (NTP) will be provided by the City prior to commencement of an individual task after reaching agreement on the anticipated scope, schedule and hours.

This contract establishes an upper limit of approximately \$25,000 per year for on-call

engineering services. Benesch will not exceed this upper limit without prior written notification and City approval.

3.0 Quality Control

- Benesch will adhere to their Quality Control Plan developed specifically for bridge inspection and design project work.
- Inspection forms, reports and any final plans packages for on-call engineering services will be reviewed for quality prior to submittal.

4.0 Administration and Coordination

- Coordination and discussions will be held via conference call and e-mail as required.
- Normal accounting and reporting procedures will be conducted.

5.0 Additional Assumptions and Understanding

- The City will provide Benesch with any available existing plans for the bridges that we do not already have plans for.
- No lane/shoulder closures are anticipated nor included in this contract.
- The use and rental of a bucket truck is required for several bridges with tall substructure units. No other special equipment rental is anticipated nor included in this contract.
- Detailed measurements of distressed areas of the deck, superstructure or substructure required for the development of contract documents (PS&E) are not included during the bridge inspections.
- Aside from the Initial In-Depth inspection of 045-6054, NBIS Routine In-Depth Inspections per IDOT's Structural Services Manual Section 3.3.7 are not due for the remainder of the bridges during this contract; therefore, they are excluded from this contract.
- NBIS Fracture Critical, Special and Underwater Inspections are not required nor included in this contract.
- Several bridges are on the National Highway System; therefore, Element Level Inspection is required and included in this contract (see Exhibit B).
- Non-Destructive Testing (NDT) (other than hammer sounding), destructive testing, and material sampling and testing are not anticipated nor included in this contract.
- See Exhibit E for BNSF and CN Railroad fees. Any increase in railroad fees outside the control of Benesch will be coordinated with the City and may require a supplement.
- We understand that FHWA will be coming out with changes to the NBIS program that may affect the City's Inspection Program. Any changes that impact the scope of work herein will be coordinated with the City and may require a supplement.
- We understand that the City will continue to maintain and update the required Bridge File per bridge; therefore, any update of the Bridge Files is excluded from this contract.
- Fatigue evaluation and bridge load ratings are not anticipated nor included in this contract.

SCHEDULE

The City bridges will be inspected within the month they are due. See Exhibit B for the proposed bridge inspection schedule. Only these bridges at their current inspection interval listed are included in this contract. Per IDOT requirements, Benesch will submit the forms to IDOT within 60 days after the inspection start date. Each bridge report will be electronically submitted in PDF format to the City once the submitted forms have been approved by IDOT.

The duration of this contract will be until December 31, 2024. Per the advertised RFP, this contract is eligible for two 2-year renewal cycles.

COST

See attached breakdown of hours, direct cost and fee (BLR 05514). Additional services not outlined above or modifications to the agreement, including associated costs, shall be in writing and signed by both parties prior to beginning the work.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora	Alfred Benesch & Company	Kane	22-00350-00-BI

**EXHIBIT B
PROJECT SCHEDULE**

See attached.

EXHIBIT B
City of Aurora, IL
Bridge Inspection 2023-2024

Inspection Schedule

Inspection Type Legend:

R Routine
R-I Routine-Initial
ELI Element Level Inspection
CCS Channel Cross-Section

	Structure No.	Facility Carried	Facility Crossed	Inspection Interval (months)	Planned Inspection Season	Inspection Type	Is In-Depth Inspection Required?	Next Inspection Due Date
1	022-0029	East New York St	Ej&E Rr	24	Spring 2023	R	n	5/31/2023
2	045-6017	High Street	B+N Rr & Indian Cr.	24	Spring 2023	R	n	5/31/2023
3	045-6022	Wood Street	Bnsf And Indian Cr	24	Spring 2023	R	n	5/31/2023
4	045-6052	Farnsworth Ave	Bn Rr	24	Spring 2023	R/ELI	n	5/31/2023
5	045-9942	Ms-4087 (Ohio St)	Bnsf Rr & Indian Crk	24	Spring 2023	R	n	5/31/2023
6	045-6054	Farnsworth Ave	Indian Cr.	24	Spring 2023	R-I/ELI/CCS	y	5/31/2023
7	PWW (McCoy)	PWW	McCoy	48	Spring 2023	R	n	5/31/2023
8	Indian Trail PWW	PWW - Golf Course	Indian Trail	48	Spring 2023	R	n	5/31/2023
9	022-6016	Eola Rd	Waubonsie Creek	24	Fall 2023	R	n	9/30/2023
10	022-6953	Station Blvd.	Waubonsie Creek	24	Fall 2023	R	n	9/30/2023
11	045-3088	Indian Trail	Fox River	24	Fall 2023	R/ELI	n	9/30/2023
12	045-3089	Indian Trail	Fox River	48	Fall 2023	R/ELI	n	9/30/2023
13	045-6008	Illinois Ave	E Br Fox River	48	Fall 2023	R	n	9/30/2023
14	045-6009	Illinois Ave	W Br Fox River	48	Fall 2023	R	n	9/30/2023
15	045-6013	Waterford Dr	Waubonsie Creek	24	Fall 2023	R	n	9/30/2023
16	045-6018	Sullivan Road	Fox River	24	Fall 2023	R	n	9/30/2023
17	045-0056	Galena Blvd	Fox River, W Channel	24	Fall 2023	R	n	10/31/2023
18	045-0057	Galena Blvd	Fox River, E Channel	24	Fall 2023	R	n	10/31/2023
19	045-6000	Benton Street	Fox River E. Branch	24	Fall 2023	R	n	10/31/2023
20	045-6001	Benton Street	Fox River W. Branch	24	Fall 2023	R	n	10/31/2023
21	045-6002	North Av	Fox River	24	Fall 2023	R	n	10/31/2023
22	045-6005	Downer Place	Fox River E. Branch	24	Fall 2023	R	y	10/31/2023
23	045-6006	Downer Place	Fox River W. Branch	24	Fall 2023	R	y	10/31/2023
24	045-6015	Montgomery Road	Waubonsie Creek	24	Fall 2023	R	n	10/31/2023
25	022-6952	Station Blvd	Waubonsie Creek	48	Fall 2024	R	n	10/31/2024
26	045-0012	New York Street	Fox River	24	Fall 2024	R	n	10/31/2024
27	045-3064	Molitor Ave	Indian Creek	24	Fall 2024	R	n	10/31/2024
28	045-3138	Farnsworth Ave.	Waubansee Creek	24	Fall 2024	R	n	10/31/2024
29	045-6010	Fap360 Farnsworth Av	Indian Creek	24	Fall 2024	R/ELI	n	10/31/2024
30	045-6014	Marshall Blvd	Indian Creek	24	Fall 2024	R	n	10/31/2024
31	045-6016	Indian Trail Road	Indian Creek	48	Fall 2024	R	n	10/31/2024
32	045-6027	Fap-360 Farnsworth Av	Indian Creek	48	Fall 2024	R/ELI	n	10/31/2024
33	Culvert	Savannah Culvert	Relief from Waterway	48	Fall 2024	R	n	10/31/2024
<u>NOT INCLUDED IN THIS CONTRACT:</u>								
34	Broadway Ped Bridge	Fox River Trail (Mile 2)	Fox River, E. Channel bank	48	Fall 2025	R	n	9/30/2025
35	045-3091	Austin Avenue	Indian Creek	48	Fall 2025	R	n	10/31/2025
36	045-3075	Reckinger Road	Indian Creek	48	Fall 2026	R	n	10/31/2026
37	045-6053	Sheffer Road	Indian Creek	48	Fall 2026	R	n	10/31/2026
38	ATC Ped Bridge	ATC Pedestrian Bridge	Fox River	TBD	TBD	TBD	TBD	TBD

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora	Alfred Benesch & Company	Kane	22-00350-00-BI

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency City of Aurora	County Kane	Section Number 22-00350-00-BI
Prime Consultant (Firm) Name Alfred Benesch & Company	Prepared By M. Bendok	Date 12/15/2022
Consultant / Subconsultant Name Alfred Benesch & Company	Job Number 	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	169.97%
START DATE	1/2/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/2/2024		% OF RAISE	2.00%
END DATE	1/1/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/2/2023	1/2/2024	12	50.00%
1	1/3/2024	1/2/2025	12	51.00%

The total escalation = 1.00%

City of Aurora

Kane

22-00350-00-BI

Alfred Benesch & Company

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EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
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ESCALATION FACTOR	1.00%
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[illegible]

Local Public Agency

City of Aurora

County

Kane

Section Number

22-00350-00-BI

Consultant / Subconsultant Name

Alfred Benesch & Company

Job Number**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	20	\$65.00	\$1,300.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$470.00	\$940.00
Railroad and Flagger Fees	Actual Cost	1	\$8,583.00	\$8,583.00
Gas for Equipment Rental	Actual Cost	2	\$50.00	\$100.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$10,923.00

BLR 05514 (Rev. 11/04/22)

DIRECT COSTS

City of Aurora

Kane

22-00350-00-BI

Alfred Benesch & Company

EXHIBIT E
City of Aurora, IL
Bridge Inspection 2023-2024

Summary of Railroad Fees

Last Updated 12/2/2022

	<u>Structure No.</u>	<u>Facility Carried</u>	<u>Facility Crossed</u>	<u>Application Fee</u>	<u>RRPLI Fee</u>	<u>Permit Fee</u>	<u>Flagger Fee</u>
1	022-0029	East New York Street	EJ&E RR (now CN RR)	\$ 1,000.00	-	\$ -	\$ -
2	045-6017	High Street	BNSF RR & Indian Creek	\$ 500.00	\$ 158.25	\$ 337.50	\$ 900.00
3	045-6022	Wood Street	BNSF RR & Indian Creek	\$ 500.00	\$ 158.25	\$ 337.50	\$ 900.00
4	045-6052	Farnsworth Avenue	BNSF RR	\$ 500.00	\$ 158.25	\$ 337.50	\$ 900.00
5	045-9942	Ohio Street	BNSF RR & Indian Creek	\$ 500.00	\$ 158.25	\$ 337.50	\$ 900.00
Sub Total				\$ 3,000.00	\$ 633.00	\$ 1,350.00	\$ 3,600.00

Notes:

- 1 RR fees increase often and without notice
- 2 CN RR application fee is as of December 2022
- 3 CN RRPLI fee is not included - per CN representative on 12/2/2022, insurance requirements can be met through CGL
- 4 CN RR flagger fee is not included in this contract since the inspection does not require entry into the middle span near the tracks
- 5 BNSF RR fees are as of December 2022; 1 application/permit/RRPLI fee applies to all 4 locations; the totals are divided by the 4 locations
- 6 BNSF RR fees assume bridges inspected together with same flagger over a two-day period
- 7 BNSF's "FAQ on Flagging Charges" recommends assuming \$1800/day for a RR flagger

Total RR Fees \$ 8,583.00