



Local Public Agency Engineering Services Agreement

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

LOCAL PUBLIC AGENCY

Local Public Agency: Aurora County: Kane Section Number: 23-00366-00-RS Job Number: C-91-246-24 Project Number: LG5Q(579) Contact Name: Tim Weidner, P.E. Phone Number: (630) 256-3202 Email: WeidnerT@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name: Ashland Avenue Key Route: FAU 1650 Length: 1.311 Structure Number: N / A Location Termini: IL RTE 25 (Broadway) to Union Street Add Location Remove Location

Project Description: This work consists of hot-mix asphalt surface course removal, pavement patching, polymerized hot-mix asphalt binder course, hot-mix asphalt surface course, recessed pavement markings, removal and replacement of concrete sidewalk and curb and gutter, landscaping and all other appurtenant work required to complete the project in accordance with the plans, specifications and all other applicable standards.

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

AGREEMENT FOR

[X] Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Civiltech Engineering, Inc. Contact Name: James D. Ewers, PE Phone Number: (630) 735-3383 Email: jewers@civiltechinc.com Address: Two Pierce Pl, Suite 1400 City: Itasca State: IL Zip Code: 60143

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

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

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

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- Sub-consultant's Cost Estimate of Consultant Services
- BC 775
- BC 776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

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

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

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

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$157,218.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	\$9,500.00
Subconsultant Total		\$9,500.00
Prime Consultant Total		\$157,218.00
Total for all work		\$166,718.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

Title

By (Signature & Date)

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Civiltech Engineering, Inc.	Kane	23-00366-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

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

See attached Exhibit A

Exhibit A

Ashland Avenue Resurfacing

City of Aurora

Route: FAU Route 1650 (Ashland Ave.)
Local Agency: City of Aurora
Section No.: 23-00366-00-RS
Proj. No.: LG5Q(579)
Job No.: C-91-246-24
County: Kane
Contract No.: 61K66

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the City of Aurora and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
 - Concrete
 - Hot-Mix Asphalt
 - Soils
 - Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.
- Close-out project records per the IDOT policies and procedures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Civiltech Engineering, Inc.	Kane	23-00366-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

See attached Exhibit B

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Civiltech Engineering, Inc.	Kane	23-00366-00-RS

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

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

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

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

Top three consultants ranked for this project in order

1	Civiltech Engineering, Inc.
2	Gonzalez Companies
3	Christopher B. Burke Engineering

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



Local Public Agency Aurora	County Kane	Section Number 23-00366-00-RS
Prime Consultant (Firm) Name Civiltech Engineering, Inc.	Prepared By James D. Ewers, P.E.	Date 5/28/2024
Consultant / Subconsultant Name Civiltech Engineering, Inc.	Job Number C-91-246-24	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	7	MONTHS			OVERHEAD RATE	126.61%
START DATE	1/1/2025				COMPLEXITY FACTOR	0
RAISE DATE	4/1/2025				% OF RAISE	2.00%
END DATE	7/31/2025					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	4/1/2025	3	42.86%
1	4/2/2025	8/1/2025	4	58.29%

Local Public Agency

County

Section Number

Aurora

Kane

23-00366-00-RS

Consultant / Subconsultant Name

Job Number

Civiltech Engineering, Inc.

C-91-246-24

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.14%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Res. Engr. V	\$63.39	\$64.11
Res. Engr. III	\$45.75	\$46.27
Field Technician I	\$31.25	\$31.61
Chief Layout Specialist	\$43.50	\$44.00
Structural Engr. IV	\$48.50	\$49.05
Senior Proj Mngr (QA Rep)	\$77.50	\$78.39

Local Public Agency

Aurora

County

Kane

Section Number

23-00366-00-RS

Consultant / Subconsultant Name

Civiltech Engineering, Inc.

Job Number

C-91-246-24

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	100	\$65.00	\$6,500.00
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)	24	\$2.58	\$61.92
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	10	\$10.00	\$100.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$6,661.92

Local Public Agency
Aurora

County
Kane

Section Number
23-00366-00-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-246-24

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **126.61%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Inspection	6,662	756	39,236	49,677	12,948		101,861	61.10%
Construction Documentation		245	13,504	17,098	4,456		35,058	21.03%
Project Closeout		78	4,235	5,362	1,398		10,995	6.59%
Management & Administration		12	941	1,191	310		2,442	1.46%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
MSET (Mat'l's Inspect)			-	-	-	9,500	9,500	5.70%
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Subconsultant DL							\$200.00	0.12%
Direct Costs Total ==>>	\$6,661.92						\$6,661.92	4.00%
TOTALS		1091	57,916	73,328	19,112	9,500	166,718	100.00%

Local Public Agency

Aurora

County

Kane

Section Number

23-00366-00-RS

Consultant / Subconsultant Name

Civiltech Engineering, Inc.

Job Number

C-91-246-24

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

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Construction Documentation			Project Closeout			Management & Administration					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Res. Engr. V	64.11	396.0	36.30%	23.27	242	32.01%	20.52	122	49.80%	31.93	32	41.03%	26.30						
Res. Engr. III	46.27	645.0	59.12%	27.36	486	64.29%	29.75	119	48.57%	22.48	40	51.28%	23.73						
Field Technician I	31.61	0.0																	
Chief Layout Specialist	44.00	36.0	3.30%	1.45	28	3.70%	1.63	4	1.63%	0.72	4	5.13%	2.26						
Structural Engr. IV	49.05	0.0																	
Senior Proj Mngr (QA Rep)	78.39	14.0	1.28%	1.01							2	2.56%	2.01	12	100.00%	78.39			
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TOTALS		1091.0	100%	\$53.09	756.0	100.00%	\$51.90	245.0	100%	\$55.12	78.0	100%	\$54.30	12.0	100%	\$78.39	0.0	0%	\$0.00

MIDLAND STANDARD ENGINEERING & TESTING, INC.

410 Nolen Drive
South Elgin, Illinois 60177
(847) 844-1895 f (847) 844-3875

June 13, 2024

Mr. James D. Ewers, P.E.
Civiltech Engineering, inc.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143

Re: **Quality Assurance** Inspection and Testing Services
Ashland Avenue Resurfacing Project
Section No. 23-00366-00-RS
Aurora, Illinois

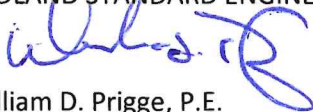
Dear Mr. Ewers:

We have prepared this unit rate proposal to provide Quality Assurance services for your projects in Lockport, Illinois. In this proposal we have included rates for personnel, equipment and materials to conduct field inspection for field inspection of portland cement concrete and hot mix asphalt, laboratory testing and documentation required. **Scope of QA services in accordance with Illinois Department of Transportation Special Provision for Local Quality Assurance/Quality Management QC/QA.**

We propose to provide the necessary inspections and testing using experienced, certified personnel and recognized test procedures developed by IDOT, ASTM, AASHTO, ACI, etc. Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees-Attachment 1, included in this proposal package. The final cost of these services will be based upon the total amount of work performed.

We are staffed and equipped to aid you in the successful completion of your projects and are available to discuss any aspect of our proposal at your convenience. The final cost of these services will be based upon the total amount of work performed.

Sincerely,
MIDLAND STANDARD ENGINEERING & TESTING, INC.


William D. Prigge, P.E.
President
WDP/mlj

Attachment 1: Schedule of Services and Fees
Attachment 1.1: Cost Estimate

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1
QUALITY ASSURANCE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
FOR

FAU Route 1650 (Ashland Avenue)
IL Rte 25 To Union St.
#23-00366-00-RS
LG5Q(579)
Kane County
Aurora, IL

PREPARED BY
MIDLAND STANDARD ENGINEERING & TESTING, INC.
SOUTH ELGIN, ILLINOIS

MIDLAND STANDARD ENGINEERING & TESTING, INC.

BASIS OF RATES

SCHEDULE OF SERVICES AND FEES-ATTACHMENT 1

We propose to provide the necessary Engineering Consultation and Quality Control inspections and testing, using experienced personnel, in accordance with the project specifications and recognized test procedures developed by, IDOT, ASTM, ACI, AASHTO, etc. We can also provide engineering analysis, problem solving and consultation services as requested.

Our services would be provided at the request of your designated representative on a unit rate basis in accordance with the Schedules of Services and Fees.

Engineering Technicians or Field Engineers would be assigned to provide the field services as requested by your Designated Representatives. Engineering liaison, review and supervision will be provided by a Project Engineer.

In addition to the field and laboratory technical staff, we are able to provide full engineering backup services. Our engineering staff will be available to provide consultation and recommendations which may be required when job site problems are experienced.

Our billing philosophy is simple and direct. We account and invoice for all time expended on a project by our personnel for inspections, preparing and reviewing reports, attending meetings, resolving problems or providing services productive to the project.

ATTACHMENT A
FEE SCHEDULE GENERAL INSPECTION & TESTING
for
Y 2024 QA/QC CONSTRUCTION TESTING AND INSPECTION SERVICES

A. Engineering Technicians

Technician (Level 1) per hour	*varies by project	\$	115.00
Technician 1 overtime, per hour	x 1.4	\$	161.00
Technician (Level 2) per hour		\$	117.00
Technician 2 overtime, per hour		\$	163.80
Technician (Masonry, Fireproofing) per hour		\$	115.00
Technician overtime, per hour		\$	161.00
Steel Technician (AWS), per hour		\$	119.00
Steel Technician AWS overtime, per hour		\$	166.60

Level 1 Technicians will be assigned on typical mass earthwork assignments to monitor density, approve subgrade and perform field testing of concrete.

Level 2 Technicians will conduct inspections of bituminous concrete and testing at the production plants; field testing of bituminous concrete; conduct proofroll inspections and provide problem solving consultation.

A four (4) hour minimum day is applicable to all Technician assignments.

B. Engineering Services

Engineering services for inspection, test evaluation, contract administration, laboratory and field supervision, resolution of special problems, preparation of reports, job-site and other job related meetings and consultation will be furnished in accordance with the following schedule of rates:

Laboratory Technician	\$	96.00 / hour
Certified Payroll Administrator	\$	80.00 /hour
Field Engineer	\$	119.00 / hour
Staff (Graduate) Engineer	\$	120.00 / hour
Project Engineer or Materials Consultant, P.E.	\$	125.00 / hour
Project Manager	\$	135.00 / hour
Geotechnical Engineer	\$	145.00 / hour
Principal Engineer	\$	150.00 / hour

C. Laboratory Services

Our fully equipped laboratory can provide a full range of tests. Rates for tests not specifically quoted are available on request:

	Unit Cost
Compressive Strength of concrete cylinders, including expendable supplies (molds) curing (pick up additional), each	
6"x12" cylinder	\$ 18.00
4"x 8" cylinder	\$ 16.00
Compressive Strength of concrete cylinders, including expendable supplies (molds) curing, made by others (pick up additional), each	\$ 20.00
Compressive Strength of mortar/grout cylinders or 2" cubes, including expendable supplies (molds) curing (pick up additional), each	\$ 25.00
Aggregate Gradation	
Mechanical Analysis, each	\$ 65.00
Washed Sieve Analysis, each	\$ 75.00
Soils Gradation, Combined Sieve & Hydrometer, each	\$ 95.00
Atterberg Limits, each	\$ 85.00
Total Organic Matter and pH, each	\$ 110.00
Laboratory Compaction Characteristics Using Standard Effort (ASTM D 698), each	\$ 175.00
Laboratory Compaction Characteristics Using Modified Effort (ASTM D 1557), each	\$ 195.00
Bituminous Concrete	
Theoretical Maximum Density, Gmm, each	\$ 175.00
Asphalt Content by Reflux Extraction w/Gradation, each	\$ 350.00
Bulk Specific Gravity of Gyratory Specimen, (set of 2), ea.	\$ 350.00
Thickness and Density of Pavement Cores, (lab test), each	\$ 50.00

D. Clean Construction Demolition Debris (CCDD) Services

Mobilization of Geoprobe Drill Rig, lump sum	\$ 450.00
Drilling & Sampling, per hour	\$ 250.00
Mobilization of Hand Auger Equipment, lump sum	\$ 150.00
Technician, per hour	\$ 101.00
Analytical Laboratory Testing, each (LPC 663)	\$ 1,145.00
pH Testing, each (LPC 662)	\$ 30.00
IEPA LPC 663 Certification w/ P.E. Stamp	\$ 800.00
IEPA LPC 662 Certification	\$ 150.00

E. Miscellaneous Services

Concrete cylinder pick up trips will be invoiced when cylinders are picked up as a special trip and not returned by MSET personnel commuting to the jobsite at a rate of..... \$115.00 / trip
 Truck Charge \$ 65.00 / day

NOTES TO FEE SCHEDULE

1. Technician services for personnel assigned to the project will be for portal to portal unless scheduled for full time (40 hours) for week. Full time assignments will not include travel time unless returning to lab for sample delivery, etc..
2. Personnel rates quoted are based on an 8 hour work day, Monday through Friday, services performed over 8 hours per day and Saturdays will be subject to overtime rates of 1.40 times the applicable hourly rate. Sundays and Holidays are subject to rates of 1.50 times the applicable hourly rate. Shift rates are additional 1.10 times the hourly rate.
3. Invoices will submitted once per month for services rendered during the prior month.
4. The presence of our personnel on site will be for the express purpose of observing the work and performing specific tests to document compliance of the work with the applicable specifications. We will not be responsible for job site safety, that duty being properly the obligation of the Contractor, who should be so informed. We will comply fully with the Contractor's safety program.
5. Rates quoted above include 4 copies of reports distributed and mailed in accordance with your instructions. Additional copies may be billed at a rate of \$ 0.25 per page.
6. Services and Fees not specifically listed above will be quoted upon request.
7. Unit Rates quoted above are applicable until 12/31/24 and are based on our staffing conditions, current as of the date of this proposal. Our personnel are members of a collective bargaining unit, and may be subject to prevailing wage provisions.
8. Personnel rates may be increased for prevailing wage portions of projects as noted.
9. **PROJECTS REQUIRING PREVAILING WAGE MUST BE IDENTIFIED IN WRITING TO MSET PRIOR TO START OF THE PROJECT.**

Ashland Avenue (FAU Route 160)
Section No. 23-00366-00-RS
Aurora, Illinois

<i>Estimate of Testing & Inspection Costs</i>														ATTACHMENT 1.1				
WORK DESCRIPTION	TEST QTY	INSPECTION PERSONNEL REQUIREMENTS				COST EXTENSION	LABORATORY TESTING							LAB COST EXTENSION	WORK ITEM TOTAL			
		PCC TESTER (mandays)	HMA TESTER (mandays)	SOIL TESTER (mandays)			Asphalt Content & Gradation	Gyratory Voids	Maximum Specific Gravity	Core Thickness&Density	Standard Proctor	Hydrometer & Atterberg	Truck Charge			Sample Pickup		
Estimate of Testing & Inspection Costs																		
CONCRETE																		
104	PCC Sidewalk, 5"	6,750	sq ft	1.0		\$920.00	12								1	2	\$487.00	\$1,407.00
10	Curb and Gutter, R&R	724	lf	1.0		\$920.00	12								1	1	\$372.00	\$1,292.00
HMA PAVEMENT																		
737	Class D Patches, 8"	1,660	sq yd															
	Level Binder Course, N50	1,824	tons		2.0	\$1,840.00		1	1	1					2		\$797.50	\$2,637.50
	Surface Course, N50	3,714	tons		3.0	\$2,760.00		1	1	1	1				3		\$945.00	\$3,705.00
SUBTOTAL TECHNICIANS		7.0		2.0	5.0	\$6,440.00	24.0	2.0	2.0	2.0	1.0	0.0	0.0	6.5	3.0	\$2,601.50	\$9,041.50	
				\$920.00 /dy	\$920.00 /dy	\$920.00 /dy	\$16.00 /ea	\$175.00 /ea	\$350.00 /ea	\$175.00 /ea	\$50.00 /ea	\$175.00 /ea		\$65.00 /day	\$115.00 /ea			
				\$1,840.00	\$4,600.00	\$0.00	\$6,440.00	\$384.00	\$350.00	\$700.00	\$350.00	\$50.00	\$0.00	\$0.00	\$422.50	\$345.00	\$2,601.50	\$9,041.50
ALLOWANCE FOR ADDITIONAL ITEMS																		
	PCC Tester		hr.			\$0.00												
	HMA Tester	0	hr.			\$0.00												
	Soil Tester	0	hr.			\$0.00												
						\$0.00												
	Field Engineer	1	hr.			\$83.00												
	Project Engineer	3.0	hr.			\$375.00												
	Principal Engineer	0.0	hr.			\$0.00												
SUB TOTAL ADDITIONAL ITEMS						\$458.00												
														<i>subtotal of laboratory testing=</i>		\$2,601.50		
														<i>subtotal of technician time=</i>		\$6,440.00		
														<i>subtotal of additional allowances=</i>		\$458.00		
														GRAND TOTAL w/additional allowance=		\$9,499.50		
														SAY=		\$9,500.00		



Regional Engineer
Jose Rios, P.E.

Contract Number 61K66 District 1 Letting Date 11/08/24

Department of Transportation
Address
201 W. Center Ct.
City State Zip Code
Schaumburg IL 60196

Municipality
City of Aurora
Route County
FAU 1650 (Ashland Ave.) Kane
Project Number Job Number
LG5Q(579) C-91-246-24
Section Number
23-00366-00-RS

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) Date

Title
Engineering Coordinator

Applicants Name
Arthur F. Politowicz, P.G.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number 24-22346

Mr. Arthur F. Politowicz of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Politowicz has completed multiple Federal projects that were Let through IDOT.

Signature of Applicant Date
[Handwritten Signature] 7/25/24

Job Title of Applicant
Field Inspecting Resident Engineer (F.I.R.E.)

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature Date Approved

- cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



Regional Engineer

Jose Rios, P.E.

Contract Number

61K66

District

1

Letting Date

11/08/24

Department of Transportation

Address

201 W. Center Ct.

Municipality

City of Aurora

Route

FAU 1650 (Ashland Ave.)

County

Kane

City

Schaumburg

State

IL

Zip Code

60196

Project Number

LG5Q(579)

Job Number

C-91-246-24

Section Number

23-00366-00-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor

Date

Oliver F.I.R.E.

7/25/24

Applicants Name

Arthur F. Politowicz, P.G.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 24-22346

Mr. Arthur F. Politowicz, P.G. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Politowicz has completed multiple Federal projects that were Let through IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775

Date