



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal CE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency City of Aurora	County Kane	Section Number 18-00325-00-PK	Job Number C-91-165-20
Project Number DI3U(058)	Contact Name Tim Weidner, P.E.	Phone Number (630) 256-3202	Email TWeidner@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name ATC East Parking Lot Improvement	Key Route	Length 0.32 Mile	Structure Number NA
Location Termini North of Spring Street between BNSF Metra Line and BNSF Railroad			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description

The proposed work consists of parking lot expansion and reconfiguration to improve vehicular and pedestrian traffic flow, and add additional parking. The work includes construction of HMA parking lot pavement, aggregate base course, combination concrete curb and gutter installation, sidewalk installation, existing removals, signage installation, pavement markings, grading, landscaping and restoration.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name H.W. Lochner, Inc.	Contact Name Alan Hasler	Phone Number (630) 679-1670	Email ahasler@hwlochner.com
Address 1011 Warrenville Road, Suite 20	City Lisle	State IL	Zip Code 60532

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: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☒ BC 775 & BC 776
- ☒ Interra, Inc. - BLR 05514 & Direct Cost Check Sheet
- ☒ Compass Surveying, Ltd. - BLR 05514

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 Exhibit C).

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 D 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.).
7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS 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	TIN/FEIN/SS Number	Agreement Amount
H.W. Lochner, Inc.	36-2338811	\$117,112.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Interra, Inc.	36-4045796	\$14,883.00
- Compass Surveying, Ltd	36-3211988	\$7,381.00
Subconsultant Total		\$22,264.00
Prime Consultant Total		\$117,112.00
Total for all work		\$139,376.00
Add Subconsultants		

AGREEMENT SIGNATURES

		Local Public Agency Type	Name of Local Public Agency	
Attest:	The	<div>City</div>	of	<div>City of Aurora</div>
By (Signature & Date)		By (Signature & Date)		
<div></div>		<div></div>		
Name of Local Public Agency		Local Public Agency Type	Title	
<div>City of Aurora</div>		<div>City</div>	<div>Mayor</div>	
		Clerk		

(SEAL)

Executed by the ENGINEER:

	Consultant (Firm) Name
Attest:	<div>H.W. Lochner, Inc.</div>

By (Signature & Date)	By (Signature & Date)
<div> 10/1/2021</div>	<div> 10/1/2021</div>
Title	Title
<div>Vice President</div>	<div>Vice President</div>

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

Preconstruction Tasks

1. Establish the Contract Inspector's Checklist for Contract Administration as guidelines for the consultant to follow.
2. Attend an IDOT preconstruction meeting with all interested parties to discuss goals, objectives, and issues.
3. Conduct a local preconstruction meeting with all interested parties to discuss goals, objectives, and issues that the City may have. Submit meeting minutes to the City for review and approval.
4. Review the requirements of construction and all required project permits.
5. Review the plans and specifications in depth, verifying quantities, elevations and dimensions relevant to the project. Also, anticipate any potential conflicts or issues and develop solutions prior to construction.
6. Review the contractor's proposed construction schedule for compliance with contract.
7. Set up all forms of proper project documentation for IDOT's Construction and Materials Management System (CMMS).
8. Prepare a Maintenance of Traffic (MOT) checklist. Review the MOT for possible improvements highlighting areas of concern.
9. Prepare a project contact list with names, addresses, phone numbers, and email addresses for all contractors, subcontractors, and suppliers for the project. Also, submit 24 hour contact numbers for applicable parties.
10. Review the record drawing requirements with the contractor.
11. Provide public notifications, interactions with residents and businesses.

Construction Tasks

1. Provide a Resident Engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintain site presence at all times when the contractor is working. Disapprove any work failing to conform to the contract documents and immediately inform City and IDOT representatives. Verify that there are no deviations from the contract documents unless authorized by City and IDOT representatives.
2. Keep the inspector's daily reports and quantity book records up to date. Also maintain a project diary noting all necessary observations. Advise if the contractor is falling behind schedule. Maintain orderly files of all relevant project documents in CMMS.
3. Maintain a submittal log and check status to ensure timely approval.
4. Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to the City for review and submittal to IDOT.
5. Hold City approved progress meetings (if any).
6. Provide liaison functions related to coordination of contractors, utilities (if required), developers, other agencies, residents and property owners engaged or affected by the project.
7. Check and approve any project submittals for compliance with standards. Forward recommendations to the City and IDOT representatives.
8. Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
9. Maintain contact with the utility companies and their contractors as needed to monitor concurrence with proposed schedules, if required.
10. Maintain daily contact with the City and IDOT representatives as needed to inform on all relevant project information.
11. Inspect, document, and inform the contractor and the City of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. Document deficiencies and contractor responses to notices of the same. Inform the City and IDOT of deficiencies and if the contractor does not correct or enforce as contract stipulates.
12. Provide construction layout as needed.
13. Provide Quality Assurance (QA) services in accordance with IDOT QC/QA practices and procedures

(contractor will provide QC). Provide necessary coordination and qualified personnel to perform work for all materials. Obtain and test soil, asphalt, concrete, and aggregate samples to perform necessary testing to fulfill QA/geotechnical requirements. Reports shall be prepared in a timely manner and coordinated with QC data. The consultant shall fulfill the requirements as the QA manager.

14. Maintain a set of working drawings as construction is progressing.

15. Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team.

16. Maintain and periodically transmit to the contractor a running punch list to expedite project close out.

17. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.

18. Monitor and enforce all OSHA safety regulations are followed by the consultant staff and sub-consultants.

19. Monitor and document erosion control and ensure conformity with the plans and standards.

20. Follow the IDOT Documentation of Contract Quantities and CMMS Supplement guides. Complete all other miscellaneous paperwork and requirements per IDOT to administer the project including but not limited to certified payrolls, DBE paperwork, interviews, independent weight checks, consultant evaluations, etc..

21. Provide other work that may be assigned by City staff.

22. Provide the City with regular invoicing on the BLR 05621 form (Local Agency Cost Plus Fixed Fee Invoice) and provide supporting documentation as requested in order for the City to submit for reimbursement (such as certified time sheets and sub-consultant invoices) in accordance with Section 5-10 of the Bureau of Local Roads and Streets Manual. The City will handle the reimbursement requests.

Post Construction Tasks

1. Perform final inspection with the IDOT, the City representative, contractor, and all applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all work and provide a recommendation to City.

2. Prepare record drawings. Submit the drawings in a hard copy and digital form (AutoCAD).

3. Complete a contractor performance evaluation and conduct a post construction meeting with all interested parties to discuss lessons learned and identify steps to eliminate problems in the future.

4. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.

5. Provide all documentation associated with the final balancing change order and final pay estimate.

6. Complete the job box (if required), the final papers, and conduct all audit(s) with IDOT. The job box (if required) will remain property of the City. If no job box is required, provide copies of final papers and other documentation as requested by the City.

7. Close out the project with IDOT within a reasonable time frame after all construction is completed.

8. Provide the City with a final invoice on the BLR 05621 form, labeled "& FINAL". Provide the BLR 05613 Engineering Payment Report with the invoice.

Local Public Agency

County

Section Number

City of Aurora

Kane

18-00325-00-PK

**EXHIBIT B
PROJECT SCHEDULE**

The project is scheduled for a January 21, 2022 IDOT letting. Construction is anticipated to begin in the spring of 2022. The contract allows the contractor 60 working days to complete the work, with an anticipated completion in the summer/fall of 2022. Project closeout will occur in the fall of 2022

Local Public Agency

County

Section Number

City of Aurora

Kane

18-00325-00-PK

Exhibit C
Direct Costs Check Sheet

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.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	98	\$65.00	\$6,370.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$6,370.00

Local Public Agency	County	Section Number
City of Aurora	Kane	18-00325-00-PK

Exhibit D
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 **09/03/21**

Method(s) used for advertisement and dates of advertisement

Posted on the City's website on 8/17/2021. The City also has an email/text sign up system to receive a notification when new postings are added.

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
- Technical Approach	30%
- Consultant Experience	30%
- Staff Capabilities	30%
- Availability	10%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Traffic Engineer, Senior Planner, Transportation Engineer

Top three consultants ranked for this project in order	
1	H.W. Lochner, Inc.
2	Wight & Company
3	Christopher B. Burke Engineering, Ltd.

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 type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



Local Public Agency	County	Section Number
City of Aurora	Kane	18-00325-00-PK
Consultant (Firm) Name	Prepared By	Date
H.W. Lochner, Inc.	Alan Hasler	10/4/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	110.43%
START DATE	2/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2022		% OF RAISE	2.00%
END DATE	1/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2022	7/1/2022	5	41.67%
1	7/2/2022	2/1/2023	7	59.50%

The total escalation = 1.17%

Local Public Agency	County	Section Number
City of Aurora	Kane	18-00325-00-PK

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.17%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$105.35	\$78.00
Senior Project Manager	\$89.81	\$78.00
Resident Engineer	\$63.13	\$63.87
Project Manager	\$69.18	\$69.99
Senior Structural Engineer	\$70.79	\$71.62
Senior Transportation Planner	\$77.00	\$77.90
Senior Planner	\$59.00	\$59.69
Project Engineer	\$53.66	\$54.29
Structural Engineer	\$40.09	\$40.56
Engineer	\$34.84	\$35.25
Senior Technician	\$59.57	\$60.26
GIS Analyst	\$28.30	\$28.63
Technician	\$37.49	\$37.93
CAD Technician	\$36.40	\$36.82
Clerical	\$37.08	\$37.51
Marketing	\$45.26	\$45.79
Clerk	\$37.00	\$37.43
Intern	\$19.33	\$19.56



Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

[Print Form](#)[Reset Form](#)

Regional Engineer

Jose Rios, P.E.

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Contract Number

61H35

District

1

Letting Date

01/21/22

Municipality

City of Aurora

Route

ATC East Parking Lot

County

Kane

Project Number

MH3F(451)

Job Number

C-91-165-20

Section Number

18-00325-00-PK

☐ 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

10/4/2021

Title

Engineering Coordinator

Applicants Name

Jason Crow

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

20-16793

Jason Crow is an Construction Manager with over 27 years' experience in the civil engineering field. Jason has served as Resident Engineer, Asst. Resident Engineer and/or Documentation Manager on numerous Federally funded projects including the City of Aurora's Route 59 Train Station Improvement, US 45 (Millburn Bypass), IL 53 reconstruction from Elgin O'Hare Expressway to Army Trail Rd, and various other local agency, IDOT and Tollway projects. Jason is IDOT Documentation certified and has been trained in IDOT's new Construction Management program CMMS.

Signature of Applicant

Date

10/4/2021

Job Title of Applicant

Construction Manager

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



Illinois Department of Transportation

Regional Engineer

Jose Rios, P.E.

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Local Public Agency Construction Inspector

Reset Form

Contract Number

61H35

District

1

Letting Date

01/22/21

Municipality

City of Aurora

Route

ATC East Parking Lot

County

Kane

Project Number

MH3F(451)

Job Number

C-91-165-20

Section Number

18-00325-00-PK

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

CONSTRUCTION MANAGER

10/4/2021

Applicants Name

Jason Crow

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 20-16793

Jason Crow is an Construction Manager with over 27 years' experience in the civil engineering field. Jason has served as Resident Engineer, Asst. Resident Engineer and/or Documentation Manager on numerous Federally funded projects including the City of Aurora's Route 59 Train Station Improvement, US 45 (Millburn Bypass), IL 53 reconstruction from Elgin O'Hare Expressway to Army Trail Rd, and various other local agency, IDOT and Tollway projects. Jason is IDOT Documentation certified and has been trained in IDOT's new Construction Management program CMMS.

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

Travis Wallace

10/4/2021



Local Public Agency	County	Section Number
IDOT	Kane	XXXXX
Consultant (Firm) Name	Prepared By	Date
Interra, Inc.	Santanoo Sen	9/23/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	144.85%
START DATE	3/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	8/31/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2022	8/31/2022	6	100.00%

The total escalation = 0.00%

Local Public Agency

County

Section Number

IDOT

Kane

XXXXX

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Testing								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Staff Engineer	33.63	8.0	9.64%	3.24	8	9.64%	3.24						
Sr. Materials Technician	48.21	56.0	67.47%	32.53	56	67.47%	32.53						
Project Manager	66.42	8.0	9.64%	6.40	8	9.64%	6.40						
Administrative Assistant	23.43	8.0	9.64%	2.26	8	9.64%	2.26						
Principal Engineer	75.00	3.0	3.61%	2.71	3	3.61%	2.71						
		0.0											
		0.0											
		0.0											
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TOTALS		83.0	100%	\$47.14	83.0	100.00%	\$47.14	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

County

Section Number

City of Aurora

Kane

18-00325-00-PK

Exhibit C
Direct Costs Check Sheet

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.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	7	\$65.00	\$455.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Testing of Soil Samples	Actual Cost	1	\$1,107.00	\$1,107.00
<input checked="" type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$2,450.00	\$2,450.00
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Soil Sample (Proctor, PGE, Limits, Hydrometer, Organic Content)	(\$256 + \$410 + \$128 + \$231 + \$82 = \$1,107.00)			
<input checked="" type="checkbox"/> (32 Cylinders, 6 Cores, Air Voids, Extraction)	(\$1120 + \$480 + \$538 + \$312 = \$2,450.00)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$4,012.00



Local Public Agency	County	Section Number
City of Aurora	Kane	18-00325-00-PK
Consultant (Firm) Name	Prepared By	Date
Compass Surveying Ltd	Mike Filipski	10/4/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE
START DATE	1/21/2022		COMPLEXITY FACTOR
RAISE DATE	ANNIVERSARY		% OF RAISE
			155.71%
			2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.00%

The total escalation for this project would be:

1.00%

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.00%

[illegible]

Local Public Agency	County	Section Number
City of Aurora	Kane	18-00325-00-PK

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

[illegible]

Local Public Agency

County

Section Number

City of Aurora

Kane

18-00325-00-PK

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

OVERHEAD RATE 155.71%

COMPLEXITY FACTOR 0.00%

[illegible]

