



Local Public Agency Engineering Services Agreement



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 21-00337-00-RS	Job Number C-91-175-21
Project Number Y9LY(932)	Contact Name Tim Weidner, P.E.	Phone Number (630) 256-3202	Email TWeidner@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name Indian Trail Road	Key Route FAU 1157	Length 0.99 Mi	Structure Number N/A
Location Termini Farnsworth Ave to the Kane-DuPage County Line			Add Location Remove Location

Project Description
Roadway resurfacing with HMA binder and surface course, pavement patching, removal and replacement of curb & gutter and sidewalk, recessed pavement markings, and landscaping.

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

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name Thomas Engineering Group	Contact Name Eric Rose, P.E.	Phone Number (630) 636-0943	Email ericr@thomas-engineering.com
Address 238 South Kenilworth Ave, Suite 100	City Oak Park	State IL	Zip Code 60302

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)
- ☒ EXHIBIT F: BC 775
- ☐ _____
- ☐ _____

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
Thomas Engineering Group	26-1722938	\$72,623.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Rubino Engineering	80-0450719	\$9,396.00
Subconsultant Total		\$9,396.00
Prime Consultant Total		\$72,623.00
Total for all work		\$82,019.00

Add Subconsultants

AGREEMENT SIGNATURES

Attest: Local Public Agency Type Name of Local Public Agency
 The City of Aurora

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Aurora

Local Public Agency Type

City

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Thomas Engineering Group

By (Signature & Date)

Eric Rose

2021.10.01 09:14:47 -05'00'

11.0.23



Title

Senior Project Manager

By (Signature & Date)

Gregory A Benske

2021.10.01 09:30:44 -05'00'

11.0.23



Title

Principal

Local Public Agency

County

Section Number

City of Aurora

Kane

21-00337-00-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.

SCOPE OF SERVICES

TEG proposes to provide the following scope of engineering services:

Pre-Construction Tasks

1. Attend a preconstruction conference with IDOT, the contractor, City staff, and other parties to discuss the chain of command, highlight critical City standards and practices, communication procedures, goals, objectives, and potential issues. Obtain an emergency contact list from the contractor for his operations and his subcontractors.
2. Obtain from the contractor a list of proposed suppliers and subcontractors. Verify contractor has submitted and received IDOT approval for subcontractors prior to work commencing by that subcontractor.
3. Review the construction schedule submitted by the contractor for compliance with the contract and provide recommendation to City and IDOT for acceptance.
4. Check and approve, or reject submittals made by the contractor for compliance with the contract documents. Forward submittals to IDOT Traffic for review of detector loop items and materials.
5. Verify all contractor layout and construction staking in accordance with the contract specifications.
6. Document existing conditions with digital photography.
7. Assist the City with public communications and website updates in accordance with the City's preferred method.
8. Communicate with residents and motoring public on the City's behalf regarding the construction operations and schedules.
9. Provide smartphones or other communication technology devices for the resident engineer and other consultant staff as necessary to be able to send and receive project information from remote locations. This information includes, but is not limited to scheduling work, resident inquiries, and updating the City's project website.
10. Provide vehicles clearly identified with the name of the consultant and possessing standard construction warning lights for use within the Project work areas.
11. Utilize TEG Aurora office for project field office.

Construction Tasks

1. Provide full-time resident engineering and inspection services during the construction of the improvements to verify that the Project is constructed in accordance with the plans and specifications, and funding requirements. TEG shall keep the City informed of the progress of the work, and advise the City of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Maintain a daily record (diary) and Inspector Daily Reports (IDR's) of the contractor's activities throughout construction, including documenting sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work. All documents must be in accordance with the IDOT Documentation Manual and federal requirements.
3. Be present whenever the contractor is performing critical work on-site.
4. Serve as the City's liaison with the contractor working principally through the contractor's field superintendent.



5. TEG will extensively document (via digital photography, video and written documentation) the contractors activities and progress of the work.
6. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
7. Conduct weekly meetings with the contractor, IDOT Project Supervisor, and City staff representative on the Project to discuss the progress of the project and other matters requiring discussion.
8. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
9. Perform traffic control and erosion control checks and complete associated reports. Issue deficiencies to contractor for corrective action.
10. Measure quantities and maintain project documentation of the quantities to meet all IDOT and funding standards, specifications, and requirements. Prepare and submit to the City all required partial and final pay estimates, change orders, records, and reports and submit to IDOT upon City approval. All project documentation will utilize IDOT's CMMS web based system.
11. Maintain up-to-date information on the City website, daily or as needed. Public relations are a key component of the Phase III engineering services. The resident engineer or other personnel shall be prepared to answer the sensitive needs of the residents and the motoring public via telephone, in person, and/or e-mail. These activities will consist of but are not limited to, answering phone calls, receiving, and sending e-mails, and contacting the residents or business owner to ensure resolution. This work shall be performed in a timely manner as determined by the City and situational needs.
12. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
13. Conduct final inspection with the City and IDOT Project Supervisor and prepare a final list of items to be corrected.
14. Verify that all items on the final list have been corrected and make recommendations to the City.
15. Maintain a set of Record Drawings on which all changes are noted.

Material Testing and Inspection

1. Provide Quality Assurance (QA) Hot Mix Asphalt (HMA) sampling and testing to ensure specifications are being met. These services will be provided by a sub-consultant (Rubino Engineering).
2. Provide Quality Assurance (QA) concrete sampling and testing to ensure specifications are being met. These services can be provided by a sub-consultant.
3. Provide comparisons to Contractor's Quality Control testing and results. Recommend adjustments as necessary to ensure consistent, quality materials are being produced and delivered.
4. All samples for testing are to be obtained according to the IDOT Bureau of Materials and Physical Research BMPR "Project Procedures Guide"; testing is to be performed according to the IDOT BMPR "Manual of Test Procedures for Materials", submit all IDOT BMPR inspection reports; and verify compliance with contract specifications.
5. When an inspection is not provided at the sources by IDOT BMPR, inspect all materials and submit inspection reports to the City in accordance with the IDOT BMPR "Project Procedures Guide."



6. For these QA services, provide personnel who have completed the appropriate IDOT BMPR QC/QA trained technician classes.

Post-Construction Tasks

1. Close out project within 60 days after all construction is completed.
2. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.
3. Revise contract drawings to reflect as-built conditions for the Project. Provide the City with electronic cad files of the as-built drawings based on cad files provided by the City. Collect as-built horizontal and vertical information using a TEG's GPS device and prepare final Record Drawings.
4. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
5. Compile and submit final documentation.



Local Public Agency

County

Section Number

City of Aurora

Kane

21-00337-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

January 21, 2021 - IDOT Letting

May 2 - Start Construction

July 8 - Construction Complete

August 5 - Final pay request and close out documents to IDOT

Local Public Agency

County

Section Number

City of Aurora

Kane

21-00337-00-RS

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	50	\$65.00	\$3,250.00
<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				\$3,250.00

Local Public Agency	County	Section Number
City of Aurora	Kane	21-00337-00-RS

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"/>
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Selection committee (titles) for this project

Engineering Coordinator, Professional Engineer, Capital Projects Manager

Top three consultants ranked for this project in order

1	Thomas Engineering Group, LLC (TEG)
2	Hancock Engineering
3	V3 Companies, 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"/>



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

City of Aurora

County

Kane

Section Number

21-00337-00-RS

Consultant (Firm) Name

Thomas Engineering Group

Prepared By

Eric Rose, P.E.

Date

10/1/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM

3

MONTHS

START DATE

4/18/2022

RAISE DATE

1/1/2023

OVERHEAD RATE

125.45%

COMPLEXITY FACTOR

0

% OF RAISE

2.00%

END DATE

7/17/2022

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/18/2022	7/17/2022	3	100.00%

The total escalation = 0.00%

County

Section Number

City of Aurora

Kane

21-00337-00-RS

MAXIMUM PAYROLL RATE

78.00

ESCALATION FACTOR

0.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

Local Public Agency

City of Aurora

County

Kane

Section Number

21-00337-00-RS

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE 125.45%

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Preconstruction Meeting	4	203	254		67		524	0.64%
Utility Coordination	8	350	439		115		904	1.10%
Establish Control Points & Layout Verification	24	1,126	1,412		371		2,909	3.55%
Files & Documentation Setup	8	350	439		115		904	1.10%
Site Review & Initial Layout	12	524	658		173		1,355	1.65%
Construction Inspection	475	19,832	24,879	3,250	6,545	9,396	63,902	77.91%
Closeout Documentation	82	3,611	4,530		1,192		9,333	11.38%
Final Survey	4	230	289		76		595	0.73%
Record Drawings	12	532	667		175		1,374	1.68%
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Subconsultant DL					219		219	0.27%
TOTALS	629	26,758	33,567	3,250	9,048	9,396	82,019	100.00%

60,325

BLR 05514 (Rev. 04/30/21)

Cost Estimate Worksheet

Local Public Agency

City of Aurora

County

Kane

Section Number

21-00337-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction Meeting			Utility Coordination			Establish Control Points & Layout Verification			Files & Documentation Setup			Site Review & Initial Layout		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	75.00	0.0																	
PM/Resident Engineer IV	57.60	12.0	1.91%	1.10	2	50.00%	28.80												
Resident Engineer III	43.70	521.0	82.83%	36.20	2	50.00%	21.85	8	100.00%	43.70	8	33.33%	14.57	8	100.00%	43.70	12	100.00%	43.70
Engineer I	29.30	72.0	11.45%	3.35															
Senior Technician	45.50	16.0	2.54%	1.16							12	50.00%	22.75						
Chief Surveyor	57.50	8.0	1.27%	0.73							4	16.67%	9.58						
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TOTALS		629.0	100%	\$42.54	4.0	100.00%	\$50.65	8.0	100%	\$43.70	24.0	100%	\$46.90	8.0	100%	\$43.70	12.0	100%	\$43.70

City of Aurora

Kane

21-00337-00-RS



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency

City of Aurora

County

Kane

Section Number

21-00337-00-RS

Consultant (Firm) Name

Rubino Engineering

Prepared By

Michelle Lipinski, P.E.

Date

9/23/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM 12 MONTHS
START DATE 10/1/2021
RAISE DATE 3/1/2022

OVERHEAD RATE 146.00%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

END DATE 9/30/2022

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2021	3/1/2022	5	41.67%
1	3/2/2022	10/1/2022	7	59.50%

The total escalation = 1.17%

City of Aurora

Kane

21-00337-00-RS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE	146.00%
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COMPLEXITY FACTOR 0

[illegible]BLR 05514 (Rev. 03/12/21)
Cost Estimate Worksheet

Local Public Agency

City of Aurora

County

Kane

Section Number

21-00337-00-RS

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 Material Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	40.15	46.0	77.97%	31.31	46	77.97%	31.31												
Project Manager / Engineer	38.93	10.0	16.95%	6.60	10	16.95%	6.60												
Staff Engineer / Geologist / S	30.98	1.0	1.69%	0.53	1	1.69%	0.53												
Administrative	23.16	1.0	1.69%	0.39	1	1.69%	0.39												
Laboratory Staff	23.27	0.0																	
Principal	70.82	1.0	1.69%	1.20	1	1.69%	1.20												
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TOTALS		59.0	100%	\$40.02	59.0	100.00%	\$40.02	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

COMPANY NAME: Rubino Engineering, Inc
PTB NUMBER: Rubino proposal # Q21.428 Indian Trail, City of Aurora
TODAY'S DATE: 9/23/2021

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		13	\$65.00	\$845.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Compression Testing of Concrete Cylinders	In house direct cost		30	\$19.25	\$577.50
HMA Core Densities	In house direct cost		15	\$38.50	\$577.50
HMA Max SG	In house direct cost		2	\$134.75	\$269.50
HMA Bulk SG	In house direct cost		2	\$115.50	\$231.00
HMA Ignition / Extraction	In house direct cost		2	\$154.00	\$308.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$2,808.50

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

LEGEND

W.O. = Work Order

J.S. = Job Specific



Regional Engineer

Jose Rios

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Contract Number

61H41

District

1

Letting Date

01/21/22

Municipality

City of Aurora

Route

FAU 1157

County

Kane

Project Number

Y9LY (932)

Job Number

C-91-175-21

Section Number

21-00337-00-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

James A. Weir

10/11/2021

Title

Engineering Coordinator

Applicants Name

Zachary Jaydos

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

18-14075

Education: Bachelor of Science, Civil Engineering from University of IL at Chicago

Professional Registration: PE IL 062-071998

Experience:

Phase III, Prince Crossing Road LAFO Resurfacing Project, City of West Chicago – Resident Engineer. The project consisted of the resurfacing of Prince Crossing Road, between Geneva Road and North Avenue (IL Route 64). Work included, but was not limited to, Hot-Mix Asphalt (HMA) surface removal and HMA binder and surface course installation, thermoplastic pavement markings, curb and gutter replacement, sidewalk and ADA sidewalk ramp replacement, and all incidental and collateral work necessary to complete the project. The net length of improvements is approximately 9,270 feet (1.76 miles).

Phase I, II, and III Abbeywood Drive And Green Trails Drive Lafo Projects, Village of Lisle – Resident Engineer. TEG provided professional engineering services for the federally funded Abbeywood Drive (08-19-0005) and Green Trails Drive (08-17-0016) LAFO Projects. The projects were programmed for FY 2020 construction with a total cost of \$475K and \$498K, respectively, for resurfacing approximately 0.75 miles between Naper Boulevard and College Road. The proposed

improvements included the milling of the existing asphalt surface of the roadway. The improvements included replacing the surface with a Polymerized Leveling Binder and a HMA Surface Course. Existing curb and gutter, sidewalk, and curb ramps were also replaced on an as needed basis. The project also included miscellaneous base patching where necessary along with new pavement markings.

Phase III, Barrymore-Forest Resurfacing, Illinois Department of Transportation and Village of Riverside – Resident Engineer providing construction engineering services for just under \$1M worth of street resurfacing projects simultaneously within the Village. Improvements included pavement reconstruction and resurfacing, new and reconstructed ADA ramps, alley and driveway approach replacement, decorative exposed aggregate sidewalk replacement, curb and gutter removal and replacement, pavement marking and the installation of several new storm sewer and sanitary drainage structures. Responsibilities included construction layout and site management, residential outreach, ADA ramp survey and layout and coordination with the Village of Riverside Public Works Department as well as two other active adjacent IDOT contracts to efficiently schedule construction activities and prevent further congestion within the central business district.

Signature of Applicant

Date



9/30/21

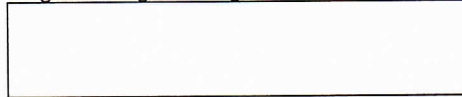
Job Title of Applicant

Resident Engineer III

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