

RESOLUTION R-2018-37

**A RESOLUTION AUTHORIZING EXECUTION OF A LOCAL PUBLIC AGENCY
AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR
FEDERAL PARTICIPATION IN THE MAIN STREET RESURFACING PROJECT**

WHEREAS, the City of Wheaton, DuPage County, Illinois and the State of Illinois Department of Transportation jointly propose to resurface FAU Route 2566 known locally as Main Street between Seminary Avenue and Cole Avenue in Wheaton, Illinois; and

WHEREAS, it is necessary for the City and State to enter into an agreement to receive Federal fund participation for the construction cost and construction engineering costs of the subject project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute a Local Public Agency Agreement with the Illinois Department of Transportation for Federal participation in construction of the resurfacing of Main Street (FAU Route 2566), Project No. NFEW(468), Job No. C-91-187-16, Section 15-00113-00-RS.

BE IT FURTHER RESOLVED that the City authorizes the expenditure of Five Hundred Ninety-Six Thousand Five Hundred Fourteen and no/100 Dollars (\$596,514.00), or as much may be needed to match federal funds in completion of the subject project.

ADOPTED this 7th day of May 2018.

Mayor

ATTEST:

Shawn Bennett-Hagen
City Clerk

Ayes:

Roll Call Vote

Councilman Scalzo

Councilman Suess

Councilman Saess
Councilman Barbier

Councilman Bartel
Councilwoman Fitch

Councilwoman F.
Councilman Bran

Councilman Freidman
Mayor Gross

Nays:

None

Absent:

None

Motion Carried Unanimously

○

○

○

Local Public Agency City of Wheaton	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant HDR Engineering, Inc.
County DuPage		Address 8550 W. Bryn Mawr Avenue, Ste 900
action		City Chicago
15-00113-00-RS		State IL
Project No. NFEW (468)		Zip Code 60631
Job No. C-91-187-16		Contact Name/Phone/E-mail Address Patrick J. Pechnick/ patrick.pechnic k@hdrinc.com
Contact Name/Phone/E-mail Address Sarang Lagvankar; SLagvankar@wheaton		

THIS AGREEMENT is made and entered into this 25 day of June, 2018 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

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

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

Project Description

Name	<u>N. Main St.</u>	Route	<u>FAU2566</u>	Length	<u>1.15</u>	Structure No.	<u>N/A</u>
Termini	<u>Seminary Ave to Cole Ave</u>						

Description: Construction engineering and inspection services

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:
 - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
 - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
 - c. For soils, to obtain samples and perform testing as noted below.
 - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
- m. Revision of contract drawings to reflect as built conditions,
- n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

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

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (~~Exhibit C~~) and BC 776 (~~Exhibit D~~) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 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. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. 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 specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. 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.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences 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.

Agreement Summary

Executed by the LPA:

City of Wheaton

(Municipality/Township/County)

ATTEST:

By: Abdon Bennett Jr.
City Clerk

(SEAL)

BX

Title:

Mayor

Executed by the ENGINEER:

HDR Engineering, Inc.

ATTEST:

By: Shelli Cawthon

By: Reffet

Title: Project Controller

Title: Senior Vice President

6. That in the event the 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 or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

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

Exhibit C
Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Wheaton
 Section Number 15-00113-00-RS
 Project Number NFEW (468)
 Job Number c-91-187-16

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

Form Not Applicable (engineering services less than \$25,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																		
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>03/07/2018</u> Method(s) used for advertisement and dates of advertisement: <u>RFQ posted on the City of Wheaton website, Demand Star</u> <u>advertised on 2/21/2018</u>																		
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table border="0"> <tr> <td>Criteria for this project <u>Technical Approach</u></td> <td>Weighting <u>30 %</u></td> <td>Criteria for this project <u>Local Presence</u></td> <td>Weighting <u>10%</u></td> </tr> <tr> <td><u>Firm Experience</u></td> <td><u>20 %</u></td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td><u>Staff Capabilities</u></td> <td><u>20 %</u></td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td><u>Work Load Capacity</u></td> <td><u>20 %</u></td> <td>_____</td> <td>_____ %</td> </tr> </table>			Criteria for this project <u>Technical Approach</u>	Weighting <u>30 %</u>	Criteria for this project <u>Local Presence</u>	Weighting <u>10%</u>	<u>Firm Experience</u>	<u>20 %</u>	_____	_____ %	<u>Staff Capabilities</u>	<u>20 %</u>	_____	_____ %	<u>Work Load Capacity</u>	<u>20 %</u>	_____	_____ %
Criteria for this project <u>Technical Approach</u>	Weighting <u>30 %</u>	Criteria for this project <u>Local Presence</u>	Weighting <u>10%</u>																
<u>Firm Experience</u>	<u>20 %</u>	_____	_____ %																
<u>Staff Capabilities</u>	<u>20 %</u>	_____	_____ %																
<u>Work Load Capacity</u>	<u>20 %</u>	_____	_____ %																
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Director of Engineering; Senior Project Engineer; Project Engineer</u> Top three consultants selected for this project in order: 1) <u>HDR Engineering</u> 2) <u>Thomas Engineering Group</u> 3) <u>Gewalyt Hamilton Associates</u> If less than 3 responses were received, IDOT's approval date: _____																		
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
11.	Were acceptable costs for this project verified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> LPA will rely on IDOT review and approval of costs.																		
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		



Prime Consultant

Name	HDR Engineering, Inc.
Address	
Telephone	
TIN Number	

Project Information

Local Agency Interra, Inc.
Section Number _____
Project Number _____
Job Number _____

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Signature and title of Prime Consultant

Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).



Illinois Department of Transportation

Anthony Quigley, PE
Regional Engineer
Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

County	DuPage
Municipality	City of Wheaton
Section	15-0013-00-RS
Route	FAU2566
Contract No.	
Job No.	C-91-187-16
Project	NFEW(468)

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.

Date

Signature and Title (for the Local Public Agency)

Drew Gudeman
Applicants Name (Type or Print)

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 prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 15-0063.

4/26/2018

Date

Signature of Applicant

Resident Engineer

Job Title of Applicant

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.

Approved

Date

Regional Engineer

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

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME PRIME/SUPPLEMENT	HDR Prime	DATE PTB NO.	DATE PTB NO.
CONTRACT TERM	5	MONTHS	OVERHEAD RATE
START DATE	<u>5/1/2018</u>		COMPLEXITY FACTOR
RAISE DATE	<u>1/1/2019</u>		% OF RAISE
			<u>156.88%</u> <u>0</u>
			<u>3.00%</u>
ESCALATION PER YEAR			
ESCALATION PER YEAR			
5/1/2018	-	9/30/2018	
	5	5	
=	100.00%		
=	1.0000		
The total escalation for this project would be:			
0.00%			

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

HDR
Prime
n/a

DATE

04/26/18

ESCALATION FACTOR

0.00%

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT

HDR
Prime
n/a

DATE 04/26/18

NAME	Direct Labor Total	Contribution to Prime Consultant
Interra	2,200.40	220.04
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	2,200.40	220.04



SCOPE OF SERVICE

Local Agency:	City of Wheaton
Location:	FAU Route 2566 (North Main Street)
	Seminary Avenue to Cole Avenue
Section:	15-00113-00-RS
Project:	NFEW(468)
Job No:	C-91-187-16

Contractor Contract duration: 65 Calendar days + 10 Working days

Anticipated Start: June 25, 2018

HDR Contract: Contract duration + close-out

The scope of services, IDOT Agreement and the CECS forms contained in each supplemental project data define the specific project deliverables. All deliverables will be in accordance with The City of Wheaton and IDOT standards. The general deliverables for the project are as follows:

- Master Filing System, at closeout
- File Letters, as needed
- Business Letters, as needed
- Construction Review Meeting Minutes, weekly
- Field Orders, as needed
- Memorandums, as needed
- IDOT Change Order Packages, as needed
- IDOT Request for Information, as needed
- IDOT Pay Estimates, at least monthly
- IDOT Inspector Daily Reports, daily
- Inspection Reports, as needed
- IDOT Quantity Book, at closeout
- IDOT Request for Inspection of Material, as needed
- Punch Lists, at closeout
- IDOT EEO Reporting, at least monthly
- Daily Head Count, at closeout
- Daily Log, daily
- IDOT Weekly Reports, weekly
- Traffic control inspections
- RFI, Submittal logs
- Final Quantities, at closeout
- Cost Statute Reports, at least monthly
- Floodplain survey and documentation

AVERAGE HOURLY PROJECT RATES

FIRM HDR
Local Agency City of Wheaton
Section 15-00113-00-RS
Project NFEW(468)
Job No. C-91-187-16

DATE 04/26/18

1 OF 1 SHEET

COMPANY NAME: HDR Engineering, Inc.
PTB NUMBER: City of Wheaton NFEW(468)
TODAY'S DATE: 4/26/2018

ITEM	ALLOWABLE	UNIT PRICE	QUANTITY	CONTRACTED RATE	AMOUNT
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
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$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			\$0.545	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		115	\$65.00	\$7,475.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$1.95	\$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)		8	\$15.00	\$120.00
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
Phone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
	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
8.5x11 B&W Copies	Actual cost per page		3,500	\$0.05	\$157.50
8.5x11 Color Copies	Actual cost per page			\$0.18	\$0.00
11x17 B&W Copies	Actual cost per page		500	\$0.09	\$45.00
11x17 Color Copies	Actual cost per page			\$0.32	\$0.00
24x36 B&W Plots	Actual cost per page			\$0.81	\$0.00
24x36 Mylar	Actual cost per page			\$5.40	\$0.00
Outside Printing Costs	Actual cost			\$0.00	\$0.00
Field Books	Actual cost		3	\$10.00	\$30.00
Miscellaneous Field Supplies	Actual cost		1	\$300.00	\$300.00
				\$0.00	\$0.00
TOTAL DIRECT COSTS					\$8,127.50

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

LEGEND

W.O. = Work Order

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Interra, Inc.
Prime
n/a

DATE

03/23/18

ESCALATION FACTOR

0.00%

Subconsultants

FIRM NAME
Interra, Inc.
PRIME/SUPPLEMENT
Prime
n/a

DATE 03/23/18

NAME	Direct Labor Total	Contribution to Prime Consultant
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
	0.00	0.00
Total	0.00	0.00

COST ESTIMATE OF CONSULTANT SERVICES

FIRM Local Agency
Section -
Project
Job No:

Interra, Inc.
City of Wheaton
15-00113-00-RS
NFEW(468)
C-91-187-16

OVERHEAD RATE COMPLEXITY FACTOR

034874182/04

DATE

DRATE	TY FACTOR	Cost Plus Fixed Fee
161.08%	0	14.50% [DL+R(DL)+OH(DL)+I(HDC)]

48

COMPANY NAME: Interra, Inc.
PTB NUMBER: Seminary Ave City of Wheaton 2018
TODAY'S DATE: 3/19/2018

ITEM	DESCRIPTION	1400 W HILL				
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	5			\$65.00	\$325.00
Vehicle Rental	Actual cost (Up to \$55/day)				\$0.00	\$0.00
Tolls	Actual cost				\$0.00	\$0.00
Parking	Actual cost	0			\$6.05	\$0.00
Overtime	Premium portion (Submit supporting documentation)		0.0		\$18.32	\$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
Job 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
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
Modified Proctor Tests		0			\$210.00	\$0.00
Standard Proctor Tests		0			\$180.00	\$0.00
Organic Content		0			\$140.00	\$0.00
Sieve Analysis with Hydrometer Tests		0			\$180.00	\$0.00
Atterberg Limits		0			\$130.00	\$0.00
Direct Shear Test (Select Backfill)		0			\$500.00	\$0.00
Compressive Strength of Concrete Cylinders (4x8)		18			\$18.00	\$324.00
Wash Gradation		0			\$155.00	\$0.00
HMA Air Voids (Avg of 2 Gmm & 2 Gmb)		2			\$460.00	\$920.00
Core Density		8			\$67.00	\$536.00
Reflux Extraction & Gradation		2			\$285.00	\$570.00
Ignition Burn & Gradation		0			\$260.00	\$0.00
Tack Coat Residual Asphalt Test		2			\$125.00	\$250.00
Core Rig Rental					\$100.00	\$0.00
confined Compressive Strength of soils		0			\$80.00	\$0.00
Moisture Content					\$16.00	\$0.00
					\$0.00	\$0.00



Illinois Department
of Transportation

Dir

COMPANY NAME: Interra, Inc.

PTB NUMBER: Seminary Ave City of Wheaton 2018

TODAY'S DATE: 3/19/2018

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
	TOTAL DIRECT COST				\$2,925.00