

RESOLUTION R-2019-31

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
HDR ENGINEERING, INC. FOR PHASE III ENGINEERING SERVICES  
FOR HARRISON AVENUE**

**WHEREAS**, the City of Wheaton, DuPage County, Illinois finds it reasonable and appropriate to enter into an agreement for Phase III Engineering Services for Harrison Avenue; and

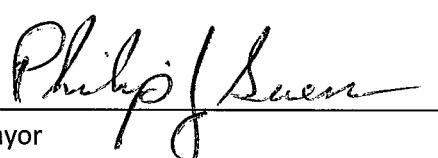
**WHEREAS**, the City conducted a Qualification Based Selection process for professional service for the Phase III Engineering Services in accordance with the Local Government Professional Services Selection Act 50 ILSC 510 and Illinois Department of Transportation local procurement procedures; and

**WHEREAS**, it was determined by the City that HDR Engineering, Inc. meets the City's needs; and

**WHEREAS**, it is necessary for the City to enter into an agreement with HDR Engineering, Inc. for the purpose of Phase III Engineering Service for Harrison Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to an agreement between the City of Wheaton and HDR Engineering, Inc., Rosemont, Illinois for Phase III Engineering Services for Harrison Avenue.

**ADOPTED** the 6<sup>th</sup> day of May 2019.

  
\_\_\_\_\_  
Philip J. Suess  
Mayor

ATTEST:

  
\_\_\_\_\_  
Aaron Bennett Hagen  
City Clerk

Roll Call Vote

Ayes: Councilwoman Bray-Parker  
Councilwoman Fitch  
Mayor Suess  
Councilman Rutledge  
Councilman Scalzo  
Councilman Barbier

Nays: None

Absent: None

Motion carried Unanimously

○

○

○

Local Public Agency City of Wheaton	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant HDR Engineering, Inc.
County DuPage		Address 9450 W. Bryn Mawr Ave, Suite 400
Section 18-00118-00-RS		City Rosemont
Project No. NX0U(452)		State IL
Job No. C-91-147-18		Zip Code 60018
Contact Name/Phone/E-mail Address Sarang Lagvankar / 630-260-2067 SLagvankar@wheaton.il.us		Contact Name/Phone/E-mail Address Thomas Hein / 773-867-7244 Thomas.Hein@hdrinc.com

THIS AGREEMENT is made and entered into this 6th day of May, 2019 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:

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

#### Project Description

Name Harrison Avenue Route FAU 1417 Length 1.62 mi Structure No. N/A

Termini Gary Avenue to College Avenue

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               \_\_\_\_\_

5. 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 (31U.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 40USC 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.

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.

## Agreement Summary

Executed by the LPA:

## City of Wheaton

(Municipality/Township/County)

**ATTEST:**

By: Sharon Bennett Hagen  
City Clerk

Bw

Title: Mayor

(SEAL)

Executed by the ENGINEER:

HDR Engineering, Inc.

ATTEST:

By: Yafei Garcia

By: Noma M. Stein

Title: Department Accountant

Title: Vice President

## Exhibit A - Construction Engineering

Route: \_\_\_\_\_  
Local  
Section: \_\_\_\_\_  
Project: \_\_\_\_\_  
Job No.: \_\_\_\_\_  
City of Wheaton  
(Municipality/Township/County)  
15-0013-00-RS  
Harrison Avenue  
C-91-187-16

**Cost Plus Fixed Fee Methods of Compensation:**

- 14.5% [DL + R(D)]
- 14.5% [(2.3 + R)]
- 
- 

Fixed Fee 1

Fixed Fee 2

Specific Rate

Clump Sum

\*Firm's **approved rates** on file with Bureau of Accounting and Auditing:

Overhead Rate (OH)	149.31%
Complexity Factor (R)	0.00
Calendar Days	_____



## Prime Consultant

Name	HDR Engineering, Inc.
Address	9450 W. Bryn Mawr Avenue, Suite 400 Rosemont, IL 60018
Telephone	773-380-7900
TIN Number	

## Project Information

Local Agency	City of Wheaton
Section Number	15-0013-00-RS.
Project Number	
Job Number	C-91-187-16

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.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Interra, Inc.	36-4045796	
Sanchez & Associates	20-2703329	

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

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

Local Public Agency City of Wheaton

Section Number 18-00118-00-RS  
 Project Number Harrison Avenue  
 Job Number C-91-147-18

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: 1-28-2019 Method(s) used for advertisement and dates of advertisement: <u>RFQ was posted on the City of Wheaton website – advertised on 1-14-19</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																							
7. Do the written QBS policies and procedures discuss the method of evaluation? <input type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 25%;">Criteria for this project</th> <th style="text-align: center; width: 10%;">Weighting</th> <th style="text-align: left; width: 25%;">Criteria for this project</th> <th style="text-align: center; width: 10%;">Weighting</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> <tr> <td>_____</td> <td style="text-align: center;">_____ %</td> <td>_____</td> <td style="text-align: center;">_____ %</td> </tr> </tbody> </table>				Criteria for this project	Weighting	Criteria for this project	Weighting	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %
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8. Do the written QBS policies and procedures discuss the method of selection? <input type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: _____  Top three consultants selected for this project in order: 1) <u>HDR Engineering, Inc.</u> 2) _____ 3) _____ 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 type="checkbox"/> Yes <input type="checkbox"/> No																							
10. Were negotiations for this project performed in accordance with federal requirements? <input 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 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																							



March 21, 2019

Mr. Paul G. Redman, PE  
Director of Engineering  
City of Wheaton  
303 West Wesley Street,  
P.O. Box 727  
Wheaton, IL 60189-0727

**RE: Harrison Avenue (Gary Avenue to College Avenue)  
Resurfacing, Curb and Sidewalk  
Phase III Scope and Budget**

Dear Mr. Redman:

In response to conversations requesting construction engineering services, HDR Engineering, Inc. (HDR) submits the following "not to exceed" cost proposal for the subject improvement. The following proposal contains the services, schedule, and fee estimate.

HDR's **Construction Services Manager, David Sierakowski, PE** will lead this project with support from qualified staff located in the Chicago area. Mr. Sierakowski will provide support, quality control and verification of compliance with the City of Wheaton standards and specifications, as well as assistance with timely resolution of questions as necessary to facilitate the schedule. Mr. Sierakowski will provide regular guidance to the **Resident Engineer, Drew Gudeman**, who is familiar with the current conditions and construction requirements.

#### **DESCRIPTION OF TASKS**

HDR will perform construction management and inspection oversight, obtain measurements, inspect the installation of the drainage system and prepare and submit an end of project pay estimate. The anticipated start is May 1, 2019, with fees based on the assumption that the project will be completed in 45 working days plus 6 weeks for closeout. For estimation purposes, construction inspection will be required 5 days (40 hours) per week. See attached Level of Effort Estimate for a detailed breakdown of staff construction inspection hours. HDR proposes to provide the following engineering services.

#### **Construction Management / Inspection Services**

HDR will assist with the coordination, facilitate conference calls or meetings during primary construction periods to coordinate activities among disciplines, update construction progress, and integrate City of Wheaton personnel, as necessary. HDR will also provide project management and internal Quality Control reviews of construction documents such as Daily Inspection Reports, Quantities and end of project Pay Estimate. An HDR Resident Engineer will be on site to work with the contractor and city representatives to verify the work is completed in accordance with the plans and specifications. HDR staff will perform visual inspections of construction materials. Material testing will be completed by the Contractor.

**Deliverables:**

- Construction preconstruction and progress meeting minutes.
- Conference call/meeting minutes.
- Weekly progress reports summarizing the daily reports.
- Inspector Daily Reports
- Manage project Quantity Book and prepare and submit IDOT pay estimates.
- Material coordination.
- Final Punch List
- Job Box / Finals Packet

**HDR ASSUMPTIONS**

- The project is anticipated to take 45 working days to complete.
- Construction inspection is required 5 week days per week. See attached Level of Effort spreadsheet.
- Construction close-out will take 136 hours.
- Material inspection and survey will be completed by others.

**ESTIMATED FEE**

HDR Engineering, Inc. proposes to complete the scope of services described above for a cost not to exceed **\$99,962.89**. HDR proposes to provide these services in accordance with the above services and fee estimate. Please see the attached fee estimate and direct costs summary for details.

The HDR project team values the opportunity to provide engineering services to the City of Wheaton. We look forward to serving as your construction management consultant and being part of your team. Please feel free to contact David at (847) 715-8484 if you have any questions relating to this proposal.

Sincerely,

**HDR ENGINEERING, INC.**



Thomas Hein, PE  
Vice President



David R. Sierakowski, PE  
Associate Vice President /Construction Services

**Attachments:**

- Level of Effort Estimate
- Fee Estimate
- Direct Costs



## SCOPE OF SERVICES

Local Agency:	City of Wheaton
Location:	Harrison Avenue
	Gary Avenue to College Avenue
Section:	18-00118-00-RS
Project:	NXOU(452)
Job No:	C-91-147-18

Contractor Contract Duration: 45 Working Days

Anticipated Start: May 1, 2019

HDR Contract Duration: Construction Observation - Estimated 62 continuous weekdays plus closeout (see attached Staffing Level of Effort)

### HDR Contract:

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 will be provided during the contract duration, as specified above, are as follows:

- Master Filing System,
- 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
- IDOT Inspector Daily Reports, daily as required
- Inspection Reports, as needed
- IDOT Quantity Book, as required
- IDOT Request for Inspection of Material, as needed
- IDOT EEO Reporting, at least monthly
- Punch list
- Daily Diary
- IDOT Weekly Reports, weekly
- Traffic control inspections, as required
- RFI, Submittal logs
- Final Quantities, at closeout

The sub-consultants listed below will provide the outlined Scope of Services:  
Interra, Inc.

Conduct materials Quality Assurance inspection and testing on hot mix asphalt, concrete and soil, in accordance with the requirements of the contract and IDOT Project Procedures Guide.

### Sanchez & Associates, Inc.

Professional land surveying to set control and layout to allow the contractor to build the project within the allowable limits.

# LEVEL OF EFFORT

Construction Engineering & Inspection Services

Local Agency: City of Wheaton  
 Location: Harrison Avenue  
Gary Avenue to College Avenue

2019																			
Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	May				June				July				August				September		Totals
IDOT Allowable Working Days/month																			45
Ending Pay Period Days (# / wk)	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	21
Contractor Contract	45	5	5	4	5	5	5	5	4	5	5	5	5						62
Working Days																			45
Work Day (hours)	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
Survey (Set Control)																			
Memorial Day																			
Monday 5/27																			
4th of July																			
Thursday																			
Punch List																			
Project Closeout																			
Final Invoice																			
Job Classification	Employee				Employee				Employee				Employee				Total Hours		
Principal	Tom Hein, PE				0.5				0.5				0.5				0.5		
Project Manager	David Sierakowski, PE				1				2				2				1		
	Vehicle Days				0.5				0.5				0.5				1		
Resident Engineer	Drew Gudeman				32				40				40				3.50		
	Vehicle Days				32				40				40				3.50		
Inspector	Ben Zeman, PE				4.0				5.0				5.0				63.2		
	Vehicle Days				4.0				5.0				5.0				73.00		
Inspector	Christina DiVito												20				40		
	Vehicle Days												2.0				4.00		
Administrative (Clerical III)	Donna Creighton				2				3				3				4.00		
	Vehicle Days												2.0				4.00		
<b>SUBTOTAL</b>	<b>(hours)</b>				32				41				44				74.3		
					157				220				221				21		
																	74.3		

■ Reduced days or hours due to holidays

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME PRIME/SUPPLEMENT	HDR Engineering, Inc. Prime	DATE PTB NO.	03/22/19 n/a
CONTRACT TERM	4	MONTHS	
START DATE RAISE DATE	<u>5/1/2019</u> <u>12/22/2019</u>	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	<u>149.31%</u> <u>0</u> <u>0.00%</u>

**ESCALATION PER YEAR**

<u>5/1/2019</u>	-	<u>8/31/2019</u>

= 100.00%

= 1.0000

**The total escalation for this project would be:**  
0.00%

## **PAYROLL RATES**

**FIRM NAME**  
**PRIME/SUPPLEMENT**

**HDR Engineering, Inc.**  
**Prime**  
**n/a**

**DATE**

03/22/19

## ESCALATION FACTOR

0.00%

## Subconsultants

**FIRM NAME**  
**PRIME/SUPPLEMENT**

HDR Engineering, Inc.  
Prime  
n/a

**DATE** 03/22/19

NAME	Direct Labor Total	Contribution to Prime Consultant
Interra, Inc.	3,154.40	315.44
Sanchez & Associates, F	1,876.06	187.61
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	<b>5,030.46</b>	<b>503.05</b>



## AVERAGE HOURLY PROJECT RATES

**FIRM** HDR Engineering, Inc. \_\_\_\_\_  
**Local Agency** City of Wheaton \_\_\_\_\_  
**Section** 18-00118-00-RS \_\_\_\_\_  
**Project** Harrison Avenue \_\_\_\_\_  
**Job No.** C-91-147-18

DATE 03/22/19

SHEET

1 OF 1

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME PRIME/SUPPLEMENT	<u>Sanchez &amp; Associates, P.C.</u> <u>PRIME</u>	DATE PTB NO.	<u>03/21/19</u> <u>n/a</u>
CONTRACT TERM	<u>9</u> MONTHS	OVERHEAD RATE	<u>119.97%</u>
START DATE	<u>4/1/2019</u>	COMPLEXITY FACTOR	<u>0</u>
RAISE DATE	<u>1/1/2020</u>	% OF RAISE	<u>0.00%</u>

**ESCALATION PER YEAR**

<u>4/1/2019</u> - <u>1/1/2020</u>	<u>9</u>	<u>9</u>	<u>9</u>	<u>9</u>
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= 100.00%  
= 1.0000

**The total escalation for this project would be: 0.00%**

## **PAYROLL RATES**

**FIRM NAME**  
**PRIME/SUPPLEMENT**

**Sanchez & Associates, P.C.**  
**PRIME**  
n/a

DATE

03/21/19

## **ESCALATION FACTOR**

0.00%

## Subconsultants

FIRM NAME  
Sanchez & Associates, P.C.  
PRIME/SUPPLEMENT  
PRIME  
n/a

DATE 03/21/19

NAME	Direct Labor Total	Contribution to Prime Consultant
NONE		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

DF-824-039  
REV 12/04  
03/21/19

DATE

**FIRM**  
**Local Agency**  
**Section**  
**Project**  
**Job No:**

Sanchez & Associates, P.C.  
City of Wheaton  
18-00118-00-RS  
Harrison Avenue  
C-91-147-18

## OVERHEAD RATE COMPLEXITY FACTOR

119.97%  
0

### Cost Plus Fixed Fee

14.50% [DL+R(DL) +OH(DL)+IHDC]

DBE

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DF-824-039  
REV 12/04

## AVERAGE HOURLY PROJECT RATES

<b>FIRM</b>	<b>Sanchez &amp; Associates, P.C.</b>
<b>Local Agency</b>	<b>City of Wheaton</b>
<b>Section</b>	<b>18-00118-00-RS</b>
<b>Project</b>	<b>Harrison Avenue</b>
<b>Job No:</b>	<b>C-91-147-18</b>

**DATE** 03/21/19

SHEET 1 OF 1

**PREPARED BY THE AGREEMENTS UNIT**

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**COMPANY NAME: Sanchez & Associates, P.C.**

PTB NUMBER: **000-000 Wheaton HDR**

TODAY'S DATE: **3/21/2019**

\*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

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME PRIME/SUPPLEMENT	<u>Interra, Inc.</u> Prime	DATE PTB NO.	<u>03/21/19</u> n/a
CONTRACT TERM	5 MONTHS	OVERHEAD RATE	<u>169.82%</u>
START DATE	<u>5/1/2019</u>	COMPLEXITY FACTOR	<u>0</u>
RAISE DATE	<u>1/1/2020</u>	% OF RAISE	<u>0.00%</u>

**ESCALATION PER YEAR**

<u>5/1/2019</u> - <u>9/30/2019</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>5</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
= <u>100.00%</u>				
= <u>1.0000</u>				

**The total escalation for this project would be:** 0.00%

## **PAYROLL RATES**

**FIRM NAME  
PRIME/SUPPLEMENT**

**Interra, Inc.**  
**Prime**  
**n/a**

**DATE**

03/21/19

## ESCALATION FACTOR

0.00%

## Subconsultants

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

**DATE** 03/21/19

NAME	Direct Labor Total	Contribution to Prime Consultant
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
	0.00	
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

DF-824-039  
REV 12/04

<b>FIRM</b>	<u>Interra, Inc.</u>
<b>Local Agency</b>	<u>City of Wheaton</u>
<b>Section</b>	<u>18-00118-00-RS</u>
<b>Project</b>	<u>Harrison Avenue</u>
<b>Job No:</b>	<u>C-91-147-18</u>

**OVERHEAD RATE** 169.82%  
**COMPLEXITY FACTOR** 0

**DATE** 03/21/19

DBE

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DF-824-039  
REV 12/04

## AVERAGE HOURLY PROJECT RATES

<b>FIRM</b>	<b>Interra, Inc.</b>
<b>Local Agency</b>	<b>City of Wheaton</b>
<b>Section</b>	<b>18-00118-00-RS</b>
<b>Project</b>	<b>Harrison Avenue</b>
<b>Job No:</b>	<b>C-91-147-18</b>

DATE 03/21/19

SHEET 1 OF 1

PREPARED BY THE AGREEMENTS UNIT

Printed 3/21/2019 3:52 PM

**COMPANY NAME:** Interra, Inc.
**PTB NUMBER:** Harrison Ave (IDOT 61F56) Wheaton
**TODAY'S DATE:** 3/15/2019

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	8		\$65.00	\$520.00
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		\$19.54	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$3.91	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$15.18	\$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) see Items			\$0.00	\$0.00
Lab - Standard Proctor (Soils)				\$185.00	\$0.00
Lab - Atterberg Limits				\$135.00	\$0.00
Lab - Grain Size with Hydrometer (Soils)				\$185.00	\$0.00
Lab - Organic Content (Wet Method) (Soils)				\$145.00	\$0.00
Lab - Wash Gradation (Aggregates)		2		\$160.00	\$320.00
Lab - Cylinders 6x12-Compressive Strength (PCC)		0		\$30.00	\$0.00
Lab - Cylinders 4x8-Compressive Strength (PCC)		12		\$20.00	\$240.00
Lab - Air Voids (Gmm & Gmb) (HMA)		1		\$470.00	\$470.00
Lab - AC Content & Gradation (Extraction) (HMA)		1		\$285.00	\$285.00
Lab - AC Content & Gradation (Ignition) (HMA)		0		\$260.00	\$0.00
Lab - Core Density (HMA)		12		\$70.00	\$840.00
Lab - Hamburg Wheel (Premade Samples) (HMA)		0		\$520.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00

\*Per Attached Cost Breakdown Sheet

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

**LEGEND**

W.O. = Work Order