

RESOLUTION R-2024-26

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE IDOT AGREEMENT WITH THOMAS  
ENGINEERING GROUP, LLC. FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR GARY  
AVENUE BETWEEN JEWELL ROAD AND HARRISON AVENUE FOR A TOTAL AMOUNT NOT TO EXCEED  
\$524,964**

**WHEREAS**, the City of Wheaton, Illinois, ("City") is an Illinois home rule municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City solicited a Request for Proposal package (RFP Number 24-19) for Professional Construction Engineering Services for Gary Avenue Between Jewell Road and Harrison Avenue; and

**WHEREAS**, it was determined by the City that the proposal submitted by Thomas Engineering Group, LLC. meets the City's needs; and

**WHEREAS**, the total cost for construction engineering is \$524,964, of which \$350,000 is covered by Federal STP funding. The City is responsible for the remaining \$174,964 which is below the budgeted amount of \$250,000 in the Capital Projects fund; and

**WHEREAS**, both parties agree to the terms and conditions set forth in the RFP and the IDOT agreement contained in the City's RFP package for Professional Construction Engineering Services for Gary Avenue Between Jewell Road and Harrison Avenue; and

**WHEREAS**, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable and appropriate to enter into an agreement for Professional Construction Engineering Services for Gary Avenue Between Jewell Road and Harrison Avenue for a total amount not to exceed \$524,964; and

**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 the IDOT agreement with Thomas Engineering Group, LLC. for Professional Construction Engineering Services for Gary Avenue Between Jewell Road and Harrison Avenue; and that a copy of that certain IDOT agreement is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

**ADOPTED** the 18<sup>th</sup> day of March 2024.

  
Philip J. Suer  
Mayor

ATTEST:

  
Andrea Rosedale

City Clerk

**Roll Call Vote:**

Ayes: Councilman Weller  
Councilman Barbier  
Councilwoman Bray-Parker  
Councilman Brown  
Mayor Suess  
Councilwoman Robbins

Nays: None

Absent: Councilman Clousing  
Motion Carried Unanimously



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Agreement For Federal CE	Agreement Type Original
LOCAL PUBLIC AGENCY			
Local Public Agency Wheaton	County DuPage	Section Number 20-00123-00-PV	Job Number C-91-229-23
Project Number VA42(565)	Contact Name Sarang Lagvankar	Phone Number (630) 260-2067	Email slagvankar@wheaton.il.us

SECTION PROVISIONS

Local Street/Road Name Gary Avenue	Key Route FAU 2561	Length 0.5 mi.	Structure Number 022-0169
Location Termini Jewell Road to Harrison Avenue		<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>	

Project Description Pavement reconstruction and installation of an off-street multi-use path along the entire project limits. Installation of curb&gutter to replace existing shoulders, and associated drainage improvements. Traffic signal installation at the intersection of Gary Avenue at Prairie Avenue include addition of left turn channelization. Culvert widening at the crossing of Winfield Creek (SN 022-0169)	
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Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Thomas Engineering Group	Contact Name K. VanDeWoestyne	Phone Number (847) 815-9500	Email keinv@thomas-engineering.com
Address 762 Shoreline Dr., Suite 200	City Aurora	State IL	Zip Code 60504

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

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

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

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

## AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514 )
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

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

### II. THE LPA AGREES,

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

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

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

Method of Compensation: \_\_\_\_\_ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost  
 Lump Sum \_\_\_\_\_ Plus Fixed Fee Formula.)  
 Specific Rate  
 Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,  
DC is the total Direct Cost,  
OH is the firm's overhead rate applied to their DL and  
FF is the Fixed Fee.

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

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

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

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

### **III. IT IS MUTUALLY AGREED,**

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
- If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

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

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

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

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

#### AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Thomas Engineering Group	26-1722938	\$459,578.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Engineering Resource Associates, Inc.		\$44,518.00
Rubino Engineering, Inc.		\$20,869.00
	Subconsultant Total	\$65,387.00
	Prime Consultant Total	\$459,578.00
	Total for all work	\$524,965.00

### AGREEMENT SIGNATURES

Attest:	Local Public Agency Type The <input type="text" value="City"/> of <input type="text" value="Wheaton"/>	Local Public Agency <input type="text" value="Wheaton"/>
By (Signature & Date)	 3/19/24	
Local Public Agency <input type="text" value="Wheaton"/>	Local Public Agency Type <input type="text" value="City"/>	Clerk <input type="text" value="Mayor"/>

(SEAL)

Executed by the ENGINEER:

Attest:	Prime Consultant (Firm) Name <input type="text" value="Thomas Engineering Group"/>
By (Signature & Date)	
Title	<input type="text"/>
By (Signature & Date)	
Title	<input type="text"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheaton	Thomas Engineering Group	DuPage	20-00123-00-PV

**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

**PRE-CONSTRUCTION PHASE**

1. Attend preconstruction meeting, at IDOT District 1 office with City representative.
2. Review contractor's schedule, submit comments to IDOT for approval.
3. Maintain a project contact list for all contractors, subcontractors, engineering personnel, and material suppliers on the project.
4. Set up CMMS, field books, quantity book, diary, and other forms of documentation.
5. Verify layout and layout control.

**CONSTRUCTION PHASE**

1. Review material submittals for compliance with the contract documents.
2. Observe the progress and quality of all executed work and perform field checks of materials and equipment.
3. Maintain daily contact with the City. Inform them of progress on the project.
4. Serve as the City liaison coordinating with local businesses, property owners, and the contractor, working principally through the contractor's field superintendent.
5. Maintain an inspector's daily report book in IDOT's system and in accordance with IDOT standards and requirements.
6. Perform routine traffic control and protection inspections and enforcement compliance.
7. Monitor and document erosion control and ensure conformity with the plans and standards.
8. Maintain orderly files of correspondence, report, shop and record drawings, etc.
9. Review applications for payment and forward payment recommendations to the City.
10. Arrange for any required Quality Assurance (QA) material testing.

**POST-CONSTRUCTION AND PROJECT CLOSE-OUT**

1. Determine if the project has been completed in accordance with the contract document and if the contractor has fulfilled all obligations.
2. Verify that all punch list items have been completed and make recommendations to the City for final acceptance.
3. Conduct a final inspection with the City and prepare a final punch list of corrective work.
4. Follow the IDOT Project Finalization Procedures to expedite the job finalization and closeout process.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Wheaton	Thomas Engineering Group	DuPage	20-00123-00-PV

**EXHIBIT B**  
**PROJECT SCHEDULE**

April 26, 2024 Letting

According to the Bureau of Design & Environment Special Provision for Working Days, found in the final Contract Documents, the contractor shall complete all work within 120 days from the date when the contractor starts work, or no later than ten (10) days after the execution and approval of the construction contract.

The estimated work effort for providing Phase III Construction Inspection Services for the Gary Avenue Reconstruction Project is based on having all construction work completed within one construction season, or by November 30, 2024.

Local Public Agency Wheaton	Prime Consultant (Firm) Name Thomas Engineering Group	County DuPage	Section Number 20-00123-00-PV
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**Exhibit C**  
**Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal **02/06/24**

Method(s) used for advertisement and dates of advertisement

Demand Star, City of Wheaton Website

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

Technical Approach	30%
Firm Experience	20%
Staff Capability	20%
Workload Capacity	20%
Local Presence	10%

8 Do the written QBS policies and procedures discuss the method of selection?

Selection committee (titles) for this project

Sarang Lagvankar, Senior Project Engineer

Kris Dunn- Development Engineer

Brea Maucieri- Project Engineer

Top three consultants ranked for this project in order			
1	Thomas Engineering Group	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Clark Dietz	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Chastain Associates	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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"/>

Local Public Agency		Prime Consultant (Firm) Name	County	Section Number
Wheaton		Thomas Engineering Group	DuPage	20-00123-00-PV
14	QBS according to State requirements used?			<input type="checkbox"/> <input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?			<input checked="" type="checkbox"/> <input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).			<input type="checkbox"/> <input checked="" type="checkbox"/>

## Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

### Using Federal Funds?

The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.

Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.

Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

### Agreement For

If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

### Agreement Type

#### Number

From the drop down, select the type of agreement, types to choose from are: Original or Supplemental

If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

### Local Public Agency

#### Local Public Agency

Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.

#### County

Insert the name of the county in which the LPA is located.

#### Section Number

Insert the section number applied to this project without dashes, dashes are automatically inserted.

#### Job Number

Insert the job number assigned for the project, if applicable.

#### Project Number

Insert the project number assigned for this project, if applicable.

#### Contact Name

Insert the name of the LPA contact for this project.

#### Phone Number

Insert the phone for the LPA contact listed to the left without dashes.

#### Email

Insert the email for the LPA contact listed to the left.

### Section Provisions

#### Location

Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.

#### Local Street/Road Name

Insert the local street/road name.

#### Key Route

Insert the key route of the street/road listed to the left, if applicable.

#### Length

Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.

#### Structure Number

Insert the existing structure number(s) for this project.

#### Location Termini

Insert the beginning and ending termini as it pertains to this location for this project.

#### Add Location

Use this button to add additional location.

#### Remove Location

Use this button to remove a location added in error. Please note that at least one location is required.

#### Project Description

Insert a description of the work to be accomplished by this project.

#### Engineering Funding

Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.

#### Anticipated Construction Funding

Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

## Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

## Instructions for BLR 05530 - Page 3 of 3

### Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

### Agreement Signatures

#### Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

#### Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

#### For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)  
District  
Engineer (Municipal, Consultant or County)  
Local Public Agency Clerk

**EXHIBIT D****COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****FIXED RAISE****Local Public Agency****County****Section Number****Prime Consultant (Firm) Name****Prepared By****Date****Consultant / Subconsultant Name****Job Number**

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

**Remarks****PAYROLL ESCALATION TABLE**

CONTRACT TERM	<input type="text" value="9"/>	MONTHS
START DATE	<input type="text" value="4/1/2024"/>	
RAISE DATE	<input type="text" value="1/1/2025"/>	

OVERHEAD RATE	<input type="text" value="153.37%"/>
COMPLEXITY FACTOR	<input type="text"/>
% OF RAISE	<input type="text" value="2.00%"/>

END DATE	<input type="text" value="12/31/2024"/>
----------	---

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	12/31/2024	9	100.00%

Local Public Agency	County	Section Number
City of Wheaton	DuPage	20-00123-00-PV
Consultant / Subconsultant Name		Job Number
Thomas Engineering Group, LLC		C-91-229-23

## PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

Local Public Agency	County	Section Number
City of Wheaton	DuPage	20-00123-00-PV
Consultant / Subconsultant Name	Job Number	
Thomas Engineering Group, LLC	C-91-229-23	

## SUBCONSULTANTS

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**Total** **13,754.00** **1,375.40**

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

### Local Public Agency

## City of Wheaton

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**County**

DuPage

**Section Number**

20-00123-00-PV

**Job Number**

## DIRECT COSTS WORKSHEET

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

## Local Public Agency

## City of Wheaton

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**County**

DuPage

### Section Number

20-00123-00-PV

**Job Number**

C-91-229-23

## COST ESTIMATE WORKSHEET

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 153.37%

**COMPLEXITY FACTOR**

## **Local Public Agency**

## City of Wheaton

**Consultant / Subconsultant Name**

Thomas Engineering Group, LLC

**County**

DuPage

## Section Number

20-00123-00-PV

---

**Job Number**

## **AVERAGE HOURLY PROJECT RATES**

SHEET 1 OF 1



Illinois Department  
of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

**Local Public Agency**

City of Wheaton

**County**

DuPage

**Section Number**

**Prime Consultant (Firm) Name**

Thomas Engineering Group

**Prepared By**

**Date**

3/1/2024

**Consultant / Subconsultant Name**

Engineering Resource Associates, Inc.

**Job Number**

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

**Remarks**

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	12	MONTHS
START DATE	5/1/2024	
RAISE DATE	4/1/2025	

END DATE 4/30/2025

OVERHEAD RATE	125.35%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	5/1/2024	4/1/2025	11	91.67%
1	4/2/2025	5/1/2025	1	8.50%

Local Public Agency	County	Section Number
City of Wheaton	DuPage	
Consultant / Subconsultant Name	Job Number	
Engineering Resource Associates, Inc.		

### PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.17%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Professional Engineer VI		
Professional Engineer V	\$71.42	\$71.54
Professional Engineer IV		
Professional Engineer III		
Professional Engineer II		
Professional Engineer I		
Structural Engineer IV		
Structural Engineer III		
Staff Engineer III	\$42.55	\$42.62
Staff Engineer II		
Staff Engineer I		
Engineering Technician VI		
Engineering Technician V		
Engineering Technician III		
Ecological Services Director	\$59.25	\$59.35
Environmental Specialist IV		
Environmental Specialist II	\$36.00	\$36.06
Environmental Specialist I		
Professional Surveyor II		
Surveyor IV		
Surveyor III		
Surveyor II		
Administrative Director		
Administrative Staff IV		
Administrative Staff III		
Administrative Staff II		
Administrative Staff I		

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Wheaton	DuPage	
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Engineering Resource Associates, Inc.		

## **SUBCONSULTANTS**

**Total** **0.00** **0.00**

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

## Local Public Agency

## City of Wheaton

**Consultant / Subconsultant Name**

Engineering Resource Associates, Inc.

**County**

DuPage

**Section Number**

**Job Number**

## **DIRECT COSTS WORKSHEET**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

## Local Public Agency

**City of Wheaton**

**County**

DuPage

### Section Number

**Consultant / Subconsultant Name**

Engineering Resource Associates, Inc.

**Job Number**

## **COST ESTIMATE WORKSHEET**

**OVERHEAD RATE** 125.35%

**COMPLEXITY FACTOR**

**Local Public Agency**

City of Wheaton

**Consultant / Subconsultant Name**

Engineering Resource Associates, Inc.

**County**

DuPage

**Section Number****Job Number****AVERAGE HOURLY PROJECT RATES****EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**SHEET 1 OF 1

<b>PAYROLL CLASSIFICATION</b>	<b>Avg Hourly Rates</b>	<b>Total Proj. Rates</b>			<b>Meetings &amp; Coordination</b>			<b>Construction Observation</b>			<b>Erosion Control Inspections</b>			<b>Plant/Landscaping Submittal Reviews</b>			<b>Final Landscaping Inspections</b>		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer VI		0.0																	
Professional Engineer V	71.54	16.0	4.08%	2.92	16	40.00%	28.62												
Professional Engineer IV		0.0																	
Professional Engineer III		0.0																	
Professional Engineer II		0.0																	
Professional Engineer I		0.0																	
Structural Engineer IV		0.0																	
Structural Engineer III		0.0																	
Staff Engineer III	42.62	212.0	54.08%	23.05	12	30.00%	12.79	200	100.00%	42.62									
Staff Engineer II		0.0																	
Staff Engineer I		0.0																	
Engineering Technician VI		0.0																	
Engineering Technician V		0.0																	
Engineering Technician III		0.0																	
Ecological Services Director	59.35	24.0	6.12%	3.63	8	20.00%	11.87									16	100.00%	59.35	
Environmental Specialist IV		0.0																	
Environmental Specialist II	36.06	140.0	35.71%	12.88	4	10.00%	3.61				128	100.00%	36.06				8	100.00%	36.06
Environmental Specialist I		0.0																	
Professional Surveyor II		0.0																	
Surveyor IV		0.0																	
Surveyor III		0.0																	
Surveyor II		0.0																	
Administrative Director		0.0																	
Administrative Staff IV		0.0																	
Administrative Staff III		0.0																	
Administrative Staff II		0.0																	
Administrative Staff I		0.0																	
<b>TOTALS</b>		392.0	100%	\$42.48	40.0	100.00%	\$56.88	200.0	100%	\$42.62	128.0	100%	\$36.06	16.0	100%	\$59.35	8.0	100%	\$36.06



Illinois Department  
of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

**Local Public Agency**

Wheaton

**County**

DuPage

**Section Number**

20-00123-00-PV

**Prime Consultant (Firm) Name**

Thomas Engineering Group

**Prepared By**

Michelle Lipinski

**Date**

2/29/2024

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

C-91-229-23

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

**Remarks**

HMA QA Testing per LR1030-2 with Core Density Acceptance.

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	9	MONTHS
START DATE	4/1/2024	
RAISE DATE	3/1/2025	
END DATE	12/31/2024	

OVERHEAD RATE	176.27%
COMPLEXITY FACTOR	
% OF RAISE	2.00%

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	12/31/2024	9	100.00%

Local Public Agency	County	Section Number
Wheaton	DuPage	20-00123-00-PV
Consultant / Subconsultant Name	Job Number	
Rubino Engineering, Inc.	C-91-229-23	

## PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

Local Public Agency

Wheaton

County

DuPage

Section Number

20-00123-00-PV

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-229-23

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	13.5	\$65.00	\$877.50
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$267.00	\$267.00
Lab Services	Actual Cost (Provide breakdown of each cost)	3	\$467.25	\$1,401.75
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	2	\$50.00	\$100.00
Standard Proctor	Inhouse Direct Cost	1	\$267.00	\$267.00
Cylinders	Inhouse Direct Cost	48	\$19.50	\$936.00
Core Density	Inhouse Direct Cost	19	\$44.50	\$845.50

BLR 05544 (Rev. 02/09/2022)

**TOTAL DIRECT COSTS:**

\$4,694.75

## Local Public Agency

Wheaton

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**County**

DuPage

### Section Number

20-00123-00-PV

---

**Job Number**

C-91-229-23

## **COST ESTIMATE WORKSHEET**

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

**OVERHEAD RATE** 176.27%

**COMPLEXITY FACTOR**

## Local Public Agency

Wheaton

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

### County

DuPage

## Section Number

20-00123-00-PV

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

SHEET 1 OF 1



## Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 16, 2024

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Thomas Gill  
THOMAS ENGINEERING GROUP, LLC  
238 South Kenilworth Avenue  
Suite 100  
Oak Park, IL 60302

Dear Thomas Gill,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be \$16,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 153.37% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Jack Elston, P.E.  
Bureau Chief  
Bureau of Design and Environment

## SEFC PREQUALIFICATIONS FOR THOMAS ENGINEERING GROUP, LLC

CATEGORY	STATUS
Special Studies - Traffic Studies	X
Special Plans - Traffic Signals	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Waterways: Complex	X
Special Studies- Location Drainage	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Surveying	X
Highways - Freeways	X
Location Design Studies - Rehabilitation	X
Highways - Roads and Streets	X
Special Services - Sanitary	X
Special Studies - Safety	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Feasibility	X

X PREQUALIFIED

A NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.

S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



Illinois Department  
of Transportation

Local Public Agency Resident Construction  
Supervisor/ In Responsible Charge



Regional Engineer

Jose Rios

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Contract Number

61K32

District

1

Letting Date

04/26/24

Municipality

Wheaton

Route

FAU 2561

County

DuPage

Project Number

VA42 (565)

Job Number

C-91-229-23

Section Number

20-00123-00-PV

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

3/8/2024

Title

Senior Project Engineer

Applicants Name

Jeffrey J. Klein, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

24-21577

Mr. Klein is registered professional engineer with 20 years of experience involving municipal and highway / roadway design and construction. He has extensive knowledge in bridge construction and rehabilitation, bituminous and concrete paving, earth excavation, drainage, structural construction, lighting and signalization. He also has experience with water main, sanitary sewer rehabilitation and construction, and storm sewer installation. His responsibilities include observation and documentation of urban and rural roadway and bridge resurfacing and reconstruction projects. Mr. Klein currently serves as the Project Manager for Phase III construction in the municipal department.

Signature of Applicant

Date

3/7/2024

Job Title of Applicant

Project Manager/Senior Resident Engineer

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

## Instructions for Preparation of Form BC 775

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



Regional Engineer

Jose Rios

Department of Transportation

Address

201 West Center Court

City

Schaumburg

State

IL

Zip Code

60196

Contract Number

61K32

District

1

Letting Date

04/26/24

Municipality

Wheaton

Route

FAU 2561

County

DuPage

Project Number

VA42 (565)

Job Number

C-91-229-23

Section Number

20-00123-00-PV

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

Approved

Signature and Title of Resident Construction Supervisor

Date

	3/7/2024
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Applicants Name

Nathan Agoncillo

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

For Consultants Employees: Documentation of Contract Quantities certificate number is Pending

Experience:

Mr. Agoncillo is a project engineer with experience that includes the inspection of municipal and roadway construction, overseeing such aspects as roadway resurfacing, watermain and sewer installation, and sidewalk and curb and gutter installation in compliance with ADA requirements. Specific responsibilities include documentation of construction activities and contract quantities, plan review, submittal review, and quantity verification.

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

Approved

Signature and Title of In Responsible Charge from BC-775

Date

 Sam Agoncillo, Senior Proj. Eng.	3/8/2024
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Instructions for Preparation of Form BC 776

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

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

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

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

