

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, May 4, 2023
7:00 P.M. – City Council Chambers

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Selection of a Chairman and Vice-Chairman
3. Approval of Minutes
 - A. Infrastructure Committee of April 6, 2023
4. Public Participation / Presentations
5. Items for Consent
 - A. Ordinance No. 23-O-0011 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago
 - B. Resolution No. 23-R-0044 – Execution of a Joint Funding Agreement for State-Let Construction Work with Illinois Department of Transportation and Local Match Appropriation for Construction Costs Associated with the Conde Street Resurfacing Project
 - C. Resolution No. 23-R-0045 – ESI Consultants, LLC – Phase III Construction Engineering Services for Conde Street Resurfacing Project in the Amount not to Exceed \$76,700.00
6. Items for Discussion
7. Unfinished Business
8. New Business
9. Reports from Staff
10. Adjournment

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

April 6, 2023 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss, Heather Brown, Sandra Dimas, Alton Hallett, and Joe Morano present. Alderman Matt Garling arrived after roll call at 7:01 P.M. Alderman Jeanne Short was absent.

Staff present included Director of Public Works, Mehul Patel, and Administrative Assistant, Ashley Heidorn.

2. Approval of Minutes

A. **Infrastructure Committee Minutes of March 2, 2023.** Alderman Morano made a motion, seconded by Alderman Brown to approve the Meeting Minutes of March 2, 2023.

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Hallett, and Morano. Voting Nay: 0.

3. Public Participation / Presentations. None.

4. **Items for Consent.** Alderman Brown requested discussion on Consent Item F, Alderman Morano requested discussion on Consent Item E, and Alderman Beifuss requested discussion on Consent Item C. **Alderman Dimas made a motion, seconded by Alderman Hallett to approve:**

- A. Approval of City Administrator's Execution of Two Year Contract with Dynegy Energy Services, LLC for the Supply of Electricity, June 1, 2023 – May 31, 2025
- B. Procurement of Unleaded and Diesel Fuel from Al Warren Oil through DuPage County Joint Purchasing Program
- D. Resolution No. 23-R-0031 – Change Order No. 1 – Current Technologies Corporation for the 2022 WTP Security System Upgrade Project in the Not to Exceed Amount of \$4,000.00
- G. Resolution No. 23-R-0037 – Contract Award – Hoerr Construction, Inc. for the 2023 Sanitary Sewer Rehabilitation Project for a Base Bid Amount Not to Exceed \$561,800.00 and Reject Alternate Bid #1 and Alternate Bid #2
- H. Resolution No. 23-R-0038 – Contract Award – Schroeder & Schroeder, Inc. for the 2023 Sidewalk and Curb Maintenance Program in an Amount Not to Exceed \$96,660.00

- I. Resolution No. 23-R-0039 – RJN Group – Phase III Engineering Services for 2023 Sanitary Sewer Rehabilitation Project in the Amount Not to Exceed \$38,425.00

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Morano. Voting Nay: 0.

5. Items for Discussion.

4.C. Resolution No. 23-R-0030 – Contract Award – Consulting Engineering, Inc., for Services Related to the 2023 Water Distribution System Leak Survey for an amount not to exceed \$26,349.75. Alderman Beifuss pulled this item for educational purposes. Mr. Patel explained that this Item pertains to the annual leak detection program that has been done since 2020. Acoustic leak detection equipment is used to survey 147 miles of watermain throughout the City. He noted that in 2020 a total of 36 leaks were discovered, which were causing water loss of about 350,000 gallons per day. Since then the numbers have gone down following repairs, but this is a good housekeeping program every year to ensure that the water being pumped into the distribution system is making it to and through the meters and is being billed appropriately. **Alderman Garling made a motion, seconded by Alderman Dimas to approve.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Morano. Voting Nay: 0.

4.E. Resolution No. 23-R-0032 – Contract Award – KLM Engineering, Inc. for Professional Engineering Services Related to the Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$83,590.00. Alderman Morano requested an update on this Item and the status of grant funding for it. Mr. Patel explained that a water model study was done to determine potential locations for water towers to see what makes the most sense for the needs of the City. The draft study actually recommends removing the Fremont Tower, but if the Department of Commerce and Economic Opportunity (DCEO) funding for that tower comes through as expected, it would not be removed. A new tower would be put up elsewhere to accommodate the City's existing need for additional elevated storage. Staff wanted to get ahead of the project and have the plans ready to go to bid once the grant is approved so it can hopefully be done this year. **Alderman Morano made a motion, seconded by Alderman Brown to approve.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Morano. Voting Nay: 0.

4.F. Resolution No. 23-R-0033 – FGM Architects, Inc. – Professional Architectural Services related to Space Needs Assessment Study in the not to exceed amount of \$50,400.00. Alderman Brown inquired about why selection of the firm was based on qualification rather than the most cost effective. Mr. Patel explained that for professional services the firm cannot be determined on cost alone, and it is not a publicly bid project. Similarly to federally funded projects that require this, Staff issued a Request for Qualifications (RFQ) to invite all professional architectural firms to submit their Statement of Qualifications

(SOQ) to perform the Space Needs Assessment Study (SNAS). This is a Qualifications Based Selection (QBS) process, which is widely used throughout the industry, and the Most Qualified Firm (MQF) is selected based on qualifications. Particularly when the City does not have previous experience with a firm, it is best to look for qualifications rather than the lowest price to be sure they are capable of the work being sought. **Alderman Brown made a motion, seconded by Alderman Garling to approve.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Morano. Voting Nay: 0.

6. Unfinished Business.

A. Bike Path Connectivity Discussion. Mr. Patel noted that this topic was brought back before the Committee for additional feedback, and Staff also made some changes to the map with some improved options for connectivity. Some discussion followed. Alderman Garling suggested adding some signs in key spots to identify path locations. He also suggested that connecting the high school down to Forest Ave. might be a priority, and Mr. Patel noted that doing so might qualify the City for a higher score in relation to receiving federal funds. The Committee thanked Staff for their work on identifying potential connectivity points and path locations.

7. New Business. Alderman Beifuss raised a concern about the stairs leading down to the tunnel as well as the stairs going up to the platform at the METRA station. He said they are badly deteriorated and creating a hazard. He would like the Union Pacific to repair them. Some of the slip tread on the platform should also be addressed.

Alderman Garling thanked Alderman Beifuss for his years of service on the Infrastructure Committee. Other members followed suit. Alderman Beifuss in turn thanked the Committee and Staff for their work over the years.

8. Reports from Staff. Mr. Patel thanked Alderman Beifuss and Alderman Garling for their service and presented each with a card of appreciation from the Staff.

9. Adjournment. At 7:43 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Garling.

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Morano. Voting Nay: 0.

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 23-O-0011 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

AGENDA ITEM NUMBER:5.1A**COMMITTEE AGENDA DATE:** May 1, 2023**COUNCIL AGENDA DATE:** May 15, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM- Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 23-O-0011 and Attachment A for additional information).

Therefore, staff is requesting that these items be declared surplus so that they may be traded in, disposed of through auction, disposed of through the City's contractual waste hauler, recycled, or sold to a local scrap dealer for scrap value; in a manner deemed appropriate by the City Administrator, with or without consideration.

ACTIONS PROPOSED:

Adopt Ordinance No. 23-O-0011 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 23-O-0011

**AN ORDINANCE AUTHORIZING THE DISPOSAL OR SALE OF SURPLUS EQUIPMENT,
STOCK INVENTORY, AND/OR PERSONAL PROPERTY OWNED
BY THE CITY OF WEST CHICAGO**

WHEREAS, in the opinion of the corporate authorities of the City of West Chicago, it is no longer necessary or useful to or for the best interests of the City of West Chicago, to retain ownership of the surplus equipment, stock inventory, and/or personal property hereinafter described; and,

WHEREAS, it has been determined by the City Council of the City of West Chicago to properly dispose of said surplus equipment, stock inventory, and/or personal property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled as follows:

SECTION 1. Pursuant to 65 ILCS 5/11-76-4, the City Council of the City of West Chicago finds that the surplus equipment, stock inventory, and/or personal property listed on Attachment A are no longer necessary or useful to the City of West Chicago and the best interests of the City of West Chicago will be served by their disposal.

SECTION 2. Pursuant to said Statute, the City Administrator is hereby authorized and directed to dispose of the aforementioned surplus equipment, stock inventory, and/or personal property in any manner deemed appropriate, with or without consideration.

SECTION 3. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this 15th day of May 2023.

Alderman D. Beebe _____

Alderman L. Chassee _____

Alderman J. Sheahan _____

Alderman H. Brown _____

Alderman A. Hallett _____

Alderman C, Dettmann _____

Alderman Birch-Ferguson _____

Alderman S. Dimas _____

Alderman C. Swiatek _____

Alderman J. Smith, Jr. _____

Alderman R. Stout _____

Alderman J. Short _____

Alderman J. Morano _____

Alderman J. Jakabcsin _____

APPROVED as to form: _____
City Attorney

ADOPTED this 15th day of May, 2023.

Mayor Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

PUBLISHED: _____

ATTACHMENT "A"
LISTING OF SURPLUS ITEMS
ORDINANCE NO. 23-O-0011

REQUESTING TO BE REMOVED	Serial # / VIN # / ID #	Qty
2007 CASE 500 Super M combination tractor (Unit 570)	7C432069	1
2012 Chevy Caprice (Unit 323)	6G1MK5U2XCL608661	1
2007 Ford Crown Vic (Unit 365)	2FAHP71W07X102152	1
2003 Ford F550 (Unit 633)	1FDAF56P84EA49553	1
2008 Ford F250 with Knapehide Utility Box w/liftgate (Unit 580)	1FDNF21558ED17325	1
2001 Ford Expedition 4WD (Unit 801)	FMRU16W91LB44557	
2006 Thor Dutchman ESDA Trailer (Unit 851)	47CTA2P266L117973	1
Kyocera PF-320 Paper Feeder	1203ny7us0nur7z60972	1
Panasonic CF-53S Toughbook	4KTYA63000	1
Dell Optiplex 9020	12QW482	1
Panasonic CF-30 Toughbook	8GKSB65364	1
Getec V200	RCB63V0223	1
Canon Laserclass 510	UZY46225	1
Epson TM-375	3FV0160867	1
GoldStar GVR-F235 VHS	604D103618	1
Bose Speaker System	040326942640285AC	1
TOA A-903MK2 Amplifier	73671262	1
TOA A-903MK2 Amplifier	73635107	1
JVC Cassette deck	J7360302	1
Ashley Audio Equipment	J710-3396	1
Toshiba Digital Business Phone - PD	SLB114341	1
Toshiba Digital Business Phone - PD	SLB114313	1
Toshiba Digital Business Phone - PD	SLB114665	1
Toshiba Digital Business Phone - PD	SLB114311	1
Toshiba Digital Business Phone - PD	SLB114661	1
Toshiba Digital Business Phone - PD	202641F	1
Toshiba Digital Business Phone - PD	SLB114417	1
Toshiba Digital Business Phone - PD	SLB112120	1
Toshiba Digital Business Phone - PD	213439	1
Toshiba Digital Business Phone - PD	SLB112883	1
Toshiba Digital Business Phone - PD	SLB114314	1
Toshiba Digital Business Phone - PD	SLB112116	1
Toshiba Digital Business Phone - PD	SLB113774	1
Toshiba Digital Business Phone - PD	SLB114419	1
Toshiba Digital Business Phone - PD	SLB112119	1
Toshiba Digital Business Phone - PD	SLB114295	1
Toshiba Digital Business Phone - PD	SLB114418	1
Toshiba Digital Business Phone - PD	SLB114292	1
Toshiba Digital Business Phone - PD	SLB114344	1
Toshiba Digital Business Phone - PD	202645J	1
Toshiba Digital Business Phone - PD	SLB114788	1
Toshiba Digital Business Phone - PD	N/A	1
Toshiba Digital Business Phone - PD	N/A	1
Toshiba Digital Business Phone - PD	N/A	1

ATTACHMENT "A"
LISTING OF SURPLUS ITEMS
ORDINANCE NO. 23-O-0011

Toshiba Digital Business Phone - PD	N/A	1
Toshiba Digital Business Phone - PD	N/A	1
Toshiba Digital Business Phone - PW	LD810802	1
Toshiba Digital Business Phone - PW	LD810801	1
Toshiba Digital Business Phone - PW	LB113977	1
Toshiba Digital Business Phone - PW	LAY12693	1
Toshiba Digital Business Phone - PW	LC910182	1
Toshiba Digital Business Phone - PW	LD810770	1
Toshiba Digital Business Phone - PW	LC910181	1
Toshiba Digital Business Phone - PW	LD810835	1
Toshiba Digital Business Phone - PW	465254	1
Toshiba Digital Business Phone - PW	N/A MODEL #DKT-2010-S	1
Toshiba Digital Business Phone - PW	LD710045	1
Toshiba Digital Business Phone - PW	LAX14746	1
Toshiba Digital Business Phone - PW	LB114300	1
Toshiba Digital Business Phone - PW	LB114303	1
Toshiba Digital Business Phone - PW	LAX14748	1
Toshiba Digital Business Phone - PW	N/A MODEL #DXT2020-SD	1
Toshiba Digital Business Phone - PW	N/A MODEL #DKT-2010-S	1
Toshiba Digital Business Phone - PW	LB114304	1
Toshiba Digital Business Phone - PW	LD810831	1
Toshiba Digital Business Phone - PW	LB114305	1
Toshiba Digital Business Phone - PW	LD810767	1
Toshiba Digital Business Phone - PW	LB114297	1
Toshiba Digital Business Phone - PW	LD810803	1
Toshiba Digital Business Phone - PW	LD810805	1
Toshiba Digital Business Phone - PW	LD810769	1
Toshiba Digital Business Phone - PW	LD810834	1
Toshiba Digital Business Phone - PW	LD710899	1
Toshiba Digital Business Phone - PW	LB114343	1
Toshiba Digital Business Phone - PW	LB111732	1
Toshiba Digital Business Phone - PW	LD810766	1
Toshiba Digital Business Phone - PW	LB111735	1
Toshiba Digital Business Phone - PW	LD810864	1
Toshiba Digital Business Phone - PW	LD810832	1
Minuteman ES 28/32 Large Area Walk Behind Scrubber/Floor Cleaner, and attachments	SN BES28320963	1
Minuteman 36 Volt Automatic Battery Charger	SN 220701665	1
Canon C5045 Copier	GPQ51165	1
Heated Pressure Washer	GH-1502-LM10	1

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0044 – Execution of a Joint Funding Agreement for State-Let Construction Work with Illinois Department of Transportation and Local Match Appropriation for Construction Costs Associated with the Conde Street Resurfacing Project

AGENDA ITEM NUMBER:5.B.**COMMITTEE AGENDA DATE:** May 4, 2023**COUNCIL AGENDA DATE:** June 19, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The Conde Street Resurfacing Project (Project) between Joliet Street to IL Route 59 is targeted for the September 22, 2023, Illinois Department of Transportation (IDOT) letting with construction anticipated to begin in the summer of 2024. The Project is federally funded through the region's Surface Transportation Program (STP), administered by IDOT, with matching local funds from the City's Motor Fuel Tax (MFT) Fund. The estimated construction cost for the Project is \$629,857.00. The City received 80% federal funds or an amount not to exceed \$554,274.00 for both Construction and Construction Engineering (CE). The Project consists of pavement milling and resurfacing, partial-depth pavement patching, intermittent curb and gutter replacement, ADA curb ramp upgrades, pavement markings, street lighting improvements, and parkway restoration. Final plans, specifications, and estimates are anticipated to be submitted to IDOT on June 12, 2023.

As part of the implementation process prior to IDOT letting, the City is required to approve and execute the Joint Funding Agreement for State-Let Construction Work (BLR 05310C) with IDOT. The Agreement must also include the passage of a Resolution appropriating the City's local match associated with the Project. At this time, the local match is estimated to be \$125,972.00. The exact amount of the City's local match will be determined at the completion of the Project closeout.

The Project is scheduled for FY 2024 construction season; therefore, it is not budgeted in FY 2023. However, to meet IDOT's construction letting schedule, it is important for the City to process the agreements and submit them to IDOT in FY 2023. The staff will appropriately budget for the Project's construction local match in FY 2024 budget utilizing the Motor Fuel Tax Fund Account No. 16-34-58-4807. Unlike construction engineering, where the initial costs have to be paid for by the City, the construction costs are paid for by IDOT, and the City will be invoiced throughout the Project for its local match.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0044 authorizing the Mayor to execute the Joint Funding Agreement for State-Let Construction Work (BLR 05310C) and appropriating the local match in the amount of \$125,972.00 for construction costs associated with the Conde Street Resurfacing Project.

COMMITTEE RECOMMENDATION:

ADDENDA 3

RESOLUTION NO. 23-R-0044

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION
WORK AND APPROPRIATING THE LOCAL MATCH FOR
CONSTRUCTION COSTS ASSOCIATED WITH
CONDE STREET RESURFACING PROJECT**

Section No.: 22-00087-00-RS

Job No.: C-91-101-23

Project No.: KWJF(379)

WHEREAS, the City of West Chicago is proposing to improve Conde Street between Joliet Street and IL Route 59, Neltnor Boulevard, in DuPage County, Illinois.

WHEREAS, the above-stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (hereinafter the "AGREEMENT") with IDOT; and

WHEREAS, the improvements require matching local funds.

NOW, THEREFORE, be it resolved by the City Council:

SECTION 1: The City Council hereby appropriates \$125,972, One Hundred Twenty-Five Thousand Nine Hundred Seventy-Two Dollars or as much as may be needed to match the required funding to complete the proposed improvements and furthermore agrees to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 2: This resolution will become Addenda 3 of the AGREEMENT.

SECTION 3: The City of West Chicago is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project and any other such documents related to the advancement and completion of said project.

APPROVED this 19th day of June 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



LOCAL PUBLIC AGENCY

Local Public Agency: City of West Chicago; County: DuPage; Section Number: 22-00087-00-RS; Fund Type: STU; ITEP, SRTS, HSIP Number(s): N/A; MPO Name: CMAP; MPO TIP Number: 08-22-0016

Construction

State Job Number: C-91-101-23; Project Number: KWJF(379)

- State-Let Construction (checked), Locally Let Construction, Construction Engineering (checked), Utilities, Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

LOCATION

Local Street/Road Name: Conde Street; Key Route: 4080; Length: 0.51; Stationing: From 0.00 To 0.51

Location Termini: Joliet Street to IL Rt 59 (Neltnor Blvd)

Current Jurisdiction: City of West Chicago; Existing Structure Number(s): N/A; Add Location/Remove buttons

PROJECT DESCRIPTION

The scope of the project includes pavement resurfacing, minor pavement patching, intermittent sidewalk curb ramp upgrades, spot drainage improvements (e.g. curb and gutter replacement), pavement markings, parkway restoration, and street lighting improvements.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation) - Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing...

METHOD B - Monthly Payments of due by the of each successive month. Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months...

METHOD C - LPA's Share BALANCE divided by estimated total cost multiplied by actual progress payment. Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt...

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

- modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The ALN number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Ruben Pineda

Title of Official

Mayor

Signature

Date

[Signature and Date boxes]

The above signature certifies the agency's TIN number is

366006144 conducting business as a Governmental Entity.

DUNS Number 113554448

UEI LQLNCLHFMNJ4

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

[Signature and Date boxes]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

[Signature and Date boxes]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

[Signature and Date boxes]

Yangu Kim, Chief Counsel

Date

[Signature and Date boxes]

Vicki Wilson, Chief Fiscal Officer

Date

[Signature and Date boxes]

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

Location Map: Conde Street



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0045 – ESI Consultants, LLC – Phase III Construction Engineering Services for Conde Street Resurfacing Project in the Amount not to Exceed \$76,700.00.

AGENDA ITEM NUMBER:

5.C

COMMITTEE AGENDA DATE: May 4, 2023

COUNCIL AGENDA DATE: June 19, 2023

STAFF REVIEW: Mehul T. Patel, P.E., CFM., Director of Public Works

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The Conde Street Resurfacing Project (Project) between Joliet Street to IL Route 59 is targeted for the September 22, 2023, Illinois Department of Transportation (IDOT) letting with construction anticipated to begin in the summer of 2024. The Project is federally funded through the region's Surface Transportation Program (STP), administered by IDOT, with matching local funds from the City's Motor Fuel Tax (MFT) Fund. The estimated construction cost for the Project is \$629,857.00. The City received 80% federal funds, or an amount not to exceed \$554,274.00, for both Construction and Construction Engineering (CE). The CE funding is not to exceed \$50,389.00.

To use federal funds, CE is required to ensure that the Project is completed and documented in accordance with IDOT-approved plans, specifications, and policies. Furthermore, CE services are required and selected through a process known as Qualifications Based Selection (QBS). This process is mandatory for all projects in which federal funds are used for CE with a value of \$40,000.00 or greater. A Most Qualified Firm (MQF) is selected based on the QBS evaluation process. On February 28, 2023, a public notice was advertised seeking a Statement of Interest (SOI) from qualified engineering firms for CE services. After a three-week advertising period, five SOIs were evaluated on March 31, 2023. Two personnel from the City staff and a Director of Public Works from another municipality evaluated the SOIs. The following are the results of the evaluation:

<u>Engineering Firms</u>	<u>Average Weighted Total</u>	<u>Overall Rank</u>
ESI Consultants, LLC	90.42	1
Thomas Engineering Group	86.50	2
HR Green, Inc.	85.50	3
BLA, Inc.	84.67	4
V3 Companies, Ltd.	83.08	5

Based on the QBS process, ESI Consultants, LLC (ESI) is determined to be the MQF for this Project. Staff solicited a cost proposal from ESI following the QBS process. ESI's scope of work will include Project start-up, construction observation and administration, construction layout, project coordination with the City, contractor, businesses as well as other stakeholders, and closeout. Material testing is also included in the proposed agreement, which will be completed by ESI's sub-consultant Interra, Inc.

The Project is scheduled for FY 2024 construction season; therefore, it is not budgeted in FY 2023. To meet IDOT's letting schedule, it is important for the City to process the agreements in FY 2023. The staff will appropriately budget for Project's CE in FY 2024 under the Motor Fuel Tax Fund Account No. 16-34-58-4807.

ESI's original proposed scope and service fees were \$81,386.00. After successful negotiations, ESI was able to reduce its proposed fees by \$4,686.00, or 5.8%, to a proposed agreement amount not to exceed \$76,700.00.

CITY OF WEST CHICAGO

Typically, construction engineering service fees on federally funded projects range from 10% to 15% of the construction cost. ESI's proposed CE agreement amount is 12.2% of the estimated Project construction cost of \$629,857.00. CE costs will need to be initially funded by the City. The City will need to seek up to 80% reimbursement, not to exceed \$50,389.00, through IDOT at the completion of the Project.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0045 authorizing the Mayor to execute a Local Public Agency Engineering Services Agreement (BLR 05530) with ESI Consultants, LLC of Naperville, IL, for Phase III Construction Engineering services related to the Conde Street Resurfacing Project in the amount not to exceed \$76,700.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0045

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LOCAL
PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH ESI
CONSULTANTS, LLC OF NAPERVILLE, ILLINOIS, FOR
CONSTRUCTION ENGINEERING SERVICES RELATED TO
THE CONDE STREET RESURFACING PROJECT
IN AN AMOUNT NOT TO EXCEED \$76,700.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Local Public Agency Engineering Services Agreement (BLR 05530) with ESI Consultants, LLC of Naperville, Illinois for Phase III Construction Engineering services related to the Conde Street Resurfacing Project in the amount not to exceed \$76,700.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of June 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of West Chicago	DuPage	22-00087-00-RS	C-91-101-23
Project Number	Contact Name	Phone Number	Email
KWJF (379)	Dave Shah	(630) 293-2255	DShah@westchicago.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Conde Street	FAU 4080	2,636	N/A
Location Termini			Add Location
Joliet Street (FAU 2534, STA 100.00+17) to IL Rte 59 (FAP 0338, STA 126.51+54)			Remove Location

Project Description

The scope of the project includes pavement resurfacing, minor pavement patching, intermittent sidewalk curb ramp upgrades, spot drainage improvements (e.g. curb and gutter replacement), pavement markings, parkway restoration, and street lighting improvements.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
ESI Consultants, LLC	Brandt Zentner	(630) 918-4058	bzentner@esiltd.com
Address	City	State	Zip Code
1979 N. Mill Street, Suite 100	Naperville	IL	60563

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:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
ESI Consultants, LLC	22-3893594	\$67,796.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Interra, Inc.	36-4045796	\$8,904.00
Subconsultant Total		\$8,904.00
Prime Consultant Total		\$67,796.00
Total for all work		\$76,700.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

By (Signature & Date)
 4/20/23

Title

By (Signature & Date)
 4/20/23

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of West Chicago	ESI Consultants, LLC	DuPage	22-00087-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The scope of the project includes pavement resurfacing, minor pavement patching, intermittent sidewalk curb ramp upgrades, spot drainage improvements (e.g. curb and gutter replacement), pavement markings, parkway restoration, and street lighting improvements.

The work of the CONSULTANT shall include providing contract management including but not limited to project start-up, contractor communications, utility coordination, construction observation, preparation and processing of pay requests and change orders, and project close-out; providing construction inspection services to ensure that the project is constructed to approved plans and specifications; inspecting and identifying the limits of concrete curb & gutter and sidewalk replacement, HMA surface removal, and pavement markings; verification of construction layout performed by the contractor; preparation of daily and weekly work reports per IDOT requirements; construction documentation per IDOT requirements utilizing necessary IDOT forms; reviewing all necessary material submittals and shop drawing reviews; and providing construction materials testing to verify compliance with IDOT specifications and documentation requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of West Chicago	ESI Consultants, LLC	DuPage	22-00087-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated Construction Start: June 1, 2024 Anticipated Construction Completion: August 16, 2024
--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of West Chicago	ESI Consultants, LLC	DuPage	22-00087-00-RS

**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

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Proposed Project Staff Capabilities	45%
Firm's Experience on Similar Projects	25%
Familiarity with Local and State Requirements	10%
Proposed Technical Project Approach	10%
Firm's Work Load Capacity	10%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	ESI Consultants
2	Thomas Engineering Group
3	HR Green, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of West Chicago	ESI Consultants, LLC	DuPage	22-00087-00-RS
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>



Local Public Agency City of West Chicago	County DuPage	Section Number 22-00087-00-RS
Prime Consultant (Firm) Name ESI Consultants, LLC	Prepared By Brandt Zentner	Date 4/20/2023
Consultant / Subconsultant Name ESI Consultants, LLC	Job Number C-91-101-23	

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

Remarks

CONDE STREET RESURFACING PROJECT - TIP ID: 08-22-0016

PAYROLL ESCALATION TABLE

CONTRACT TERM	9	MONTHS			
START DATE	12/4/2023			OVERHEAD RATE	146.50%
RAISE DATE	5/1/2024			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	9/3/2024				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/4/2023	5/1/2024	5	55.56%
1	5/2/2024	9/1/2024	4	45.33%

The total escalation = 0.89%

Local Public Agency

City of West Chicago

Consultant / Subconsultant Name

ESI Consultants, LLC

County

DuPage

Section Number

22-00087-00-RS

Job Number

C-91-101-23

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	42	\$65.00	\$2,730.00
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			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,730.00

Local Public Agency

City of West Chicago

County

DuPage

Section Number

22-00087-00-RS

Consultant / Subconsultant Name

ESI Consultants, LLC

Job Number

C-91-101-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Construction			Post Construction			Interra, Inc.					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
President	86.00	0.0																	
Vice President	86.00	3.0	0.78%	0.67	1	5.56%	4.78	1	0.31%	0.27	1	2.38%	2.05						
Senior Manager / Consulta	69.36	0.0																	
Senior Project Manager	85.45	0.0																	
Sr Structural Proj Manager	85.45	0.0																	
Project Manager	51.44	0.0																	
Project Manager Consultar	51.44	0.0																	
Sr Resident Engineer	76.24	0.0																	
Proj Engineer / RE 2	60.54	376.0	97.92%	59.28	16	88.89%	53.81	320	98.77%	59.79	40	95.24%	57.66						
Proj Engineer 1	56.27	0.0																	
Engineer 3	42.68	0.0																	
Engineer 2	35.51	0.0																	
Engineer 1	30.52	0.0																	
Sr Technician 2	57.43	0.0																	
Resident Tech / Sr Tech	33.70	0.0																	
Technician 2	26.08	0.0																	
Intern	20.53	0.0																	
Admin Manager	37.73	0.0																	
Admin Assistant 3	37.09	5.0	1.30%	0.48	1	5.56%	2.06	3	0.93%	0.34	1	2.38%	0.88						
Admin Assistant 2	21.47	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		384.0	100%	\$60.43	18.0	100.00%	\$60.65	324.0	100%	\$60.40	42.0	100%	\$60.59	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency City of West Chicago	County Dupage	Section Number 22-00087-00-RS
Prime Consultant (Firm) Name ESI Consultants, Ltd.	Prepared By Ashish Shah	Date 4/19/2023
Consultant / Subconsultant Name Interra, Inc.	Job Number C-91-101-23	

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	6	MONTHS			
START DATE	5/1/2024			OVERHEAD RATE	135.09%
RAISE DATE	1/1/2025			COMPLEXITY FACTOR	0
				% OF RAISE	2.00%
END DATE	10/31/2024				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2024	10/31/2024	6	100.00%

The total escalation = 0.00%

Local Public Agency

City of West Chicago

County

Dupage

Section Number

22-00087-00-RS

Consultant / Subconsultant Name

Interra, Inc.

Job Number

C-91-101-23

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	4	\$65.00	\$260.00
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			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$3,147.00	\$3,147.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$3,407.00

Local Public Agency

City of West Chicago

County

Dupage

Section Number

22-00087-00-RS

Consultant / Subconsultant Name

Interra, Inc.

Job Number

C-91-101-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Principal Engineer			Materials Technician			Staff Engineer (Reports)			Administrative Assistant			Project Manager		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal Engineer	78.00	1.0	2.33%	1.81	1	100.00%	78.00												
Sr. Materials Technician	49.91	32.0	74.42%	37.14				32	100.00%	49.91									
Staff Engineer (Reports)	33.00	4.0	9.30%	3.07							4	100.00%	33.00						
Administrative Assistant	24.63	4.0	9.30%	2.29									4	100.00%	24.63				
Project Manager	72.00	2.0	4.65%	3.35												2	100.00%	72.00	
		0.0																	
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TOTALS		43.0	100%	\$47.67	1.0	100.00%	\$78.00	32.0	100%	\$49.91	4.0	100%	\$33.00	4.0	100%	\$24.63	2.0	100%	\$72.00

COMPANY NAME: Interra, Inc.
PTB NUMBER: Conde Street Improvement Project-West Chicago
TODAY'S DATE: 4/20/2023

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
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		4	\$65.00	\$260.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Toils	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)		0	\$24.96	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Lab - Standard Proctor (Soils)			0	\$264.00	\$0.00
Lab - Atterberg Limits			0	\$132.00	\$0.00
Lab - Grain Size with Hydrometer (Soils)			0	\$238.00	\$0.00
Lab - Organic Content (Wet Method) (Soils)			0	\$153.00	\$0.00
Lab - Wash Gradation (Aggregates)			0	\$185.00	\$0.00
Lab - Cylinders 6x12-Compressive Strength (PCC)			0	\$36.00	\$0.00
Lab - Cylinders 4x8-Compressive Strength (PCC)			12	\$24.00	\$288.00
Lab - Air Voids (Gmm & Gmb) (HMA)			3	\$554.00	\$1,662.00
Lab - AC Content & Gradation (Auto Ext) (HMA)			3	\$317.00	\$951.00
Lab - AC Content & Gradation (Ignition) (HMA)			0	\$0.00	\$0.00
Lab - Core Density (HMA)			3	\$82.00	\$246.00
Lab - Hamburg Wheel (Premade Samples) (HMA)			0	\$1,030.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$3,407.00

**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