

CITY OF WARRENVILLE

MEMO

TO: Mayor, City Council, and City Administrator Coakley
FROM: Senior Civil Engineer Hocking KH
SUBJECT: MACK ROAD BIKE PATH & BRIDGE REPLACEMENT
STATUS AND REVISED FINAL ENGINEERING
CONTRACTS
DATE: May 4, 2022

The purpose of this memorandum is to *i.* provide a project status and *ii.* summarize the contracts that the City needs to execute to move forward with Final Engineering.

Current Project Status

Preliminary engineering is complete and the City received Project Design Report (PDR) approval on March 30, 2022. The next step in the project process is to begin Final Engineering, Easement/ROW Acquisition process, and preparation of bid documents for construction.

Phase II engineering for this project cannot be performed in-house as the project is far too large to be handled by City staff. City staff prepared a Request for Qualifications and received three qualifications packages. Based upon evaluation criteria set forth in the RFQ and the City's Qualifications Based Selection (QBS) process for federally funded project, staff selected Engineering Resource Associates at the most qualified consultant. ERA has performed Phase I engineering services for the City on this project in a professional manner. On past projects, they have demonstrated they are qualified to handle the Phase II engineering services. Their involvement in the Phase I design of this project results in intimate knowledge of the various project elements.

Phase II Engineering Revised Contract and IDOT Agreement

The City Council approved the original agreements in September 2020. The contracts were not signed, however, and since that point, there have been revisions to the plans in order to obtain PDR approval from IDOT that resulted in scope changes to the contract. In order to move ahead with the final engineering of this project, revised agreements need to be approved and executed by the City of Warrenville and IDOT. The following documents are included in this agenda item for consideration by the City Council:

1. Final (Phase II) Engineering Services Agreement for Federal Participation: The agreement and proposal included in the backup describes the scope of work and fees for ERA and their subconsultants to perform the final engineering, soils testing and easement/ROW acquisition services for the project. Costs related to the bridge reconstruction are eligible

for reimbursement according to an 80% federal / 20% local cost share split.

Staff recommends the City Council pass a resolution approving the agreement and authorize the Mayor and the City Clerk to execute and seal, on behalf of the City, the Engineering Services Agreement for Federal Participation in an amount of \$391,600.00.

2. IDOT Local Agency Agreement for Federal Participation: Also included in the backup for is an agreement between the City of Warrenville and IDOT to share eligible engineering costs that are 80% federal and 20% local for the bridge reconstruction items. Trail related items are 100% local. The City will pay ERA for their services and then submit invoices to IDOT for reimbursement of the engineering services related to the bridge reconstruction.

Staff recommends the City Council pass a resolution approving the agreement and authorize the Mayor and the City Clerk to execute and seal the Local Agency Agreement for Federal Participation in an amount of \$391,600 that will be cost-shared with \$249,080 of STP-Bridge funds and \$142,320 for the local share.



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Warrrenville	DuPage	17-00036-00-BT	P-91-037-19
Project Number	Contact Name	Phone Number	Email
8893(998)	Kristine Hocking	(630) 836-3066	khocking@warrenville.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Mack Road	FAU 3818	0.40	022-3027
Location Termini			Add Location
IL Route 59 to Blackwell Forest Preserve			Remove Location

Project Description
 Phase II engineering for the bridge replacement carrying Mack Road over the West Branch of the DuPage River. Project includes roadway reconstruction to provide hydraulic clearance to low beam. Project also includes the addition of a bike path on the north side of the roadway allowing pedestrian | bicycle travel from IL Rte 59 to existing trail system at Blackwell Forest Preserve.

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

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Engineering Resource Associates	Melissa Lange	(630) 774-9642	mlange@eraconsultants.com
Address	City	State	Zip Code
3s701 West Avenue, Suite 150	Warrenville	IL	60555

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: A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

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 United States 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 Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. 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 the 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.
4. 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: Anniversary

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.

5. 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.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

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

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
- (b) notify the employer of any criminal drug statue conviction for a violation occurring int he 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 of 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 Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. 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.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Engineering Resource Associates, Inc.	36-3686466	\$360,165.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Midland Standard Testing Engineering & Testing	20-2435502	\$4,780.00
- American Surveying & Engineering	36-3307274	\$26,655.00
Subconsultant Total		\$31,435.00
Prime Consultant Total		\$360,165.00
Total for all work		\$391,600.00

Add Subconsultants

AGREEMENT SIGNATURES

Executed by the LPA:

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

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency

County

Section Number

City of Warrentville

DuPage

17-00036-00-BT

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

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

See attached Exhibit A Scope of Services

Route	Mack Road over W. Branch of DuPage River
Local Agency	City of Warrenville
Section	17-00036-00-BT
Job No.	P-91-037-19
Project No.	8893(998)
Type of Funding	STP-Bridge
Existing Structure No.	022-3027

**PHASE II ENGINEERING FOR THE REPLACEMENT OF THE
MACK ROAD BRIDGE OVER W. BRANCH OF DUPAGE RIVER
S.N. 022-3027**

CITY OF WARRENVILLE

EXHIBIT A - SCOPE OF SERVICES

(Work and services are defined as work in this agreement.)

The City of Warrenville, hereafter referred to as Local Public Agency (**LPA**), has initiated a project requiring professional engineering services by Engineering Resource Associates, Inc. (**ENGINEER**) for the Phase II Engineering for the subject project.

UNDERSTANDING OF THE PROJECT

Existing Bridge. The subject project consists of an existing four-span Precast Prestressed Concrete (PPC) Deck Beam structure over W. Branch of DuPage River located approximately 0.2 miles east of IL Route 59, in City of Warrenville. The existing steel girder superstructure with bituminous overlay is supported by an unknown foundation. The bridge has a length of 118'-3" back to back of abutments and has no skew. The typical bridge cross section includes a 34' clear roadway width on the bridge with side mounted steel railings on each side. The out-to-out deck width of the bridge is 36.0'. The bridge was built in 1954 and designed for an AASHTO HS20 loading. Bridge is currently load rating for 4 tons and requires monthly special feature inspections.

Sufficiency Rating. According to the Illinois Department of Transportation's *Master Structure Report*, the bridge has a Sufficiency Rating of 31.2 which qualifies for replacement using STP-BR funds. The Sufficiency Rating is a numerical value used to evaluate data of the bridge by calculating four different factors: structural adequacy and safety; serviceability and functional obsolescence; essentiality for public use; and special reduction factors.

Roadway Functional Class. The Illinois Department of Transportation (STATE) Master Structure Report also indicates that the roadway functional class is Major Collector with a current 2016 AADT of 4000 vehicles and future AADT 5570 vehicles. The existing roadway consist of 2-lane, 10-foot wide lanes and 4-foot earthen shoulders. The anticipated rehabilitated roadway, from touchdown to touchdown, will have a 2-lane, 11-foot wide lanes and 6-foot aggregate shoulders on each side to give a 34-foot wide cross section. Per the **LPA's** preference, the **ENGINEER** will review the roadway for wider shoulder to accommodate farm equipment. The design will be in general conformance to criteria, guidelines, and standards presented in the Bureau of Local Roads (**BLRS**) *Manual*.

Bridge Design. The bridge design will adhere to the requirements of Chapter 36 – Bridge/Structure Design of the *STATE BLRS Manual* and the *STATE Bridge Manual*. The bridge will accommodate two (2) lanes of traffic, shoulders on both sides plus a multi-use trail on the north side. The bridge hydraulic opening will be designed for the 30-year flood event and provide for a minimum one (1) foot of clearance to the low point of the bridge superstructure.

Roadway Improvements. The roadway profile will be raised for to provide the hydraulic clearance to the low chord on the bridge. Roadway is anticipated to be reconstruction through the limits of the raised roadway profile. Resurfacing will be provided for project limits outside of the reconstruction limits. Anticipated improvements to the roadway approaching the bridge include, but are not limited

to, approach paving, shoulder reconstruction, curb and gutter on the north side, pavement markings, maintenance of traffic, provisions multi-use trail on the north side, erosion control, ditch and storm sewer drainage design. A barrier warrant analysis report will be prepared and submitted to the **LPA**. The geometric design criteria for a rural two-lane major collector is assumed for this *Scope of Services*.

Multi-Use Trail Improvements. A multi-use trail will be provided along the north side of the improved sections of the roadway, including a section through the Mack Road bridge structure. The trail will include crosswalk and signal improvements at Mack Road and Route 59. The trail will require property acquisition from several private properties and public agencies. The trail will veer north and end at the existing McKee Marsh trail on the east end of the project.

Submittals. All project submittals will be submitted to the **LPA** for review and comment prior to being submitted to the STATE and other agencies.

Stakeholders. This project anticipates coordination with the following stakeholders, agencies and utilities:

- City of Warrenville
- Illinois Department of Transportation District 1
 - Bureau of Local Roads and Streets
 - Bureau of Traffic
- Illinois Department of Transportation – Bureau of Bridges and Structures
- Illinois Department of Natural Resources (IDNR)
- DuPage County
- Kane DuPage Soil Water Conservation District
- The United States Army Corps of Engineers
- Property owners
- Identified utility companies
- Federal Emergency Management Agency (FEMA)

Subconsultants. The **ENGINEER** will use the following subconsultants and their indicated services to complete the contract:

- Midland Standard Engineering & Testing (MSET)
 - Task 3 Geotechnical Subsurface Investigation
- American Survey & Engineering (AS&E)
 - Task 7 Land Acquisition - Negotiator
- Jacobson & Associates, Ltd. – Appraiser
 - Task 7 Land Acquisition
- Davidson & Associates – Appraiser Reviewer
 - Task 7 Land Acquisition

Summary. The *Scope of Services* for the Phase II engineering involves a comprehensive set of construction documents for the replacement of the bridge and the roadway leading up to the bridge. Project will also include the addition of concrete curb and gutter and multi-use trail on the north side connecting the existing trail system from the Blackwell Forest Preserve to IL Route 59. Included in this Phase II scope will be a Plans, Specifications, Cost Estimate, Estimate of Time, Plats and legal descriptions and permitting.

TASK 1 –DATA COLLECTION AND REVIEW

Review of Existing Data and Project Development Report. The **ENGINEER** will review the Project Development Report and Phase I project commitments.

TASK 2 – ROUTE SURVEYS

Additional supplemental hydraulic survey may be required for the HEC-RAS model.

Topographic Survey

- The topographic survey will consist of a survey within the river channel and adjacent floodplain areas as needed for the final hydraulic modeling. This survey will include benchmarks and additional control points with references, visible utilities, drainage structures, channel features, and landscaping elements including significant trees 6” in diameter or greater.

TASK 3 – GEOTECHNICAL SUBSURFACE INVESTIGATION

The **ENGINEER** to perform soil borings and CCDD testing to assist with the earth excavation design and to provide with the bid documents.

Subgrade Borings. Two (2) roadway borings drilled to a depth of 10 feet are to be performed for the geotechnical investigation to determine groundwater and soil conditions for the proposed compensatory storage area.

Laboratory Testing. The scope will include laboratory testing per AASHTO/ASTM guidelines testing for soil index, particle size distribution, Atterberg limits, soil settlement and collapse potential, shear strength of soil and soil classification.

Potentially Impacted Property (PIP) Evaluation. Soil testing (including pH) will be performed to determine if there are areas for special waste disposal and satisfy the Clean Construction or Demolition Debris (CCDD) requirements. This includes the preparation of the LPC 662 or LPC 663 form as required.

Geotechnical Report. A Geotechnical Report will be prepared to document the findings used in the development of the project. Geotechnical borings and partial report will be included as part of the Preliminary Bridge Design and Hydraulic Report (PBDHR) submittal (Task 9). An electronic copy of the final report will be provided to the **LPA** for their records.

TASK 4 – UTILITY IDENTIFICATION AND COORDINATION

Utility Coordination. Coordination with utilities and a Joint Utility Locating Information for Excavators (JULIE) Design Stage Request for buried facilities will be performed and documented.

- During the prefinal design, the **ENGINEER** will prepare and send utility notification letters to identified utility companies along with prefinal plans.
- Follow up letters with final plan set showing conflicts will be sent to utility companies.
- Electronic copies of all information received or provided to the utility companies will be sent to the **LPA** for their records.

TASK 5 –HYDRAULIC ANALYSIS

This task will include the required coordination to secure from the County a floodway construction permit including an exemption from the standard compensatory storage requirements. The Engineer will provide a hydraulic analysis of the existing and proposed improvements using the HEC-RAS computer software modeling program for one-dimensional steady flow. The hydraulic analysis in

Mack Road over W. Branch of DuPage River
City of Warrentville

HEC-RAS will be used to evaluate the final design for compliance with floodplain and floodway regulations. The results of the analysis will be submitted for review to DuPage County Department of Economic Development and Planning, Division of Environmental Concerns and the Illinois Department of Natural Resources, Office of Water Resources. A CLOMR/LOMR is not anticipated and therefore the regulatory model will not be submitted to FEMA.

- ERA will request the most recent regulatory HEC-RAS model for West Branch from DuPage County. The HEC-RAS model will be truncated to approximately 1,000-ft downstream and approximately 1,000-ft upstream of the project limits. This model will be combined with the model previously prepared in Phase 1.
- The **ENGINEER** will expand the HEC-RAS models created in Phase 1 to incorporate the additional stream reach length from the regulatory model cross section data.
- The **ENGINEER** will update the proposed HEC-RAS model from Phase I to reflect the improvements finalized in Phase II for the bridge, roadway, multi-use path, instream work and retaining walls.
- The **ENGINEER** will evaluate the design in relation to IDNR-OWR and DuPage County requirements, particularly Article 15.81.D.5 of the DCSFPO. The bridge and roadway design will be modified as required.
- The **ENGINEER** will calculate and tabulate the cut and fill in the floodplain and floodway for the proposed project to determine the required compensatory storage. ERA will provide an accounting summary of the previously constructed compensatory storage from the Watershed Plan improvements in the West Branch flood plain and floodway in Warrenville that are available for the City to use for public improvements. No compensatory storage design or modeling is anticipated nor included in the scope of work.
- Perform an evaluation of the need for storm water detention and design the proposed drainage improvements for the new curb and gutter along the north side of Mack Road.

TASK 6 – TRAFFIC MANAGEMENT ANALYSIS

Due to deteriorated condition of the bridge PPC deck beams and the limited existing roadway width, the project improvements will be designed anticipating roadway closure.

- Detour analysis, plans and notes and stakeholder coordination for full bridge closure.

Upon City concurrence of the detour plan, the **ENGINEER** will coordinate with the STATE for their concurrence on no interest.

TASK 7 – RIGHT-OF-WAY AND EASEMENT PLATS

A full bridge replacement will require a raise in roadway profile, right-of-way acquisition and/or temporary construction easements. The **ENGINEER** will prepare the plats and legal descriptions.

ROW acquisition and/or easements for eight (8) land parcels.

- 29W700 Mack Road (Pin #0422303003)
- 29W660 Mack Road (Pin #0422303004)
- 29W630 Mack Road (Pin #0422303005)
- 29W606 Mack Road (Pin #0422303006)
- 29W570 Mack Road (Pin #0422303007)
- 29W530 Mack Road (Pin #0422304003)
- Mack Road (Pin #0422304004)
- Mack Road (Pin #0422305001)

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City of Warrenville

- Additional monument reconnaissance in the field as required to verify the existing right-of-way for the subject project.
- A Plat will be prepared for the right-of-way takings and temporary construction easements and legal descriptions will be written for the eight (8) parcels affected. A separate legal description will be needed for each holding affected, as determined by ownership.
- Plat-of-Highway and legal descriptions will be prepared and submitted to STATE for review and comment.
- Plats shall be in accordance to STATE and **LPA** standards.

American Surveying & Engineering will be the project negotiator, Davidson & Associates will be the appraiser for the project and Jacobson & Associates will be the appraisal reviewer. It is anticipated that negotiations will only be required for the private parcels.

TASK 8 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

The Engineer will prepare a set of final design plans and specifications according to the LPA and IDOT requirements for the culvert reconstruction. Plans for the improvements are anticipated to consist of the following sheets:

- Cover sheet (1 sheet)
- Index of Sheets, Highway Standards and District One Standard Details (1 Sheets)
- General Notes (1 sheet)
- Summary of Quantities (4 sheets)
- Typical Sections (2 sheets)
- Schedule of Quantities (3 sheets)
- Alignment, Ties and Benchmarks (2 sheets)
- Temporary Detour Plan (2 sheets)
- Removal Plan (4 sheets)
- Roadway Plan and Profile (4 sheets)
- Trail Plan and Profile (6 sheets)
- Detour Plan and Notes (2 sheets)
- Erosion and Sediment Control Plan (3 sheets)
- Planting Plan (4 sheets)
- Plat of Highways (4 sheets)
- Pavement Marking, signing and Landscaping Plan (4 sheets)
- Intersection Improvements (3 sheets)
- District Sheets (3 sheets)
- Structural Plan Sheets and Details (33 sheets)
- Construction Details (3 sheets)
- Cross Sections (8 sheets)
- Wetland Impact Plan (1 sheet)

Specifications will be prepared in the format required for IDOT projects using Microsoft Office. City standard contract documents will be provided. The specifications will reference IDOT Standard Specifications and City standards. Bid documents and unit price bid item quantities will be included. Contract documents will include bid forms, notice to bidders, contract forms, bonding and insurance requirements and state and federal compliance requirements. PS&E will be submitted for review and approval at the pre-final and final bid documents stages of completion.

This task also includes the preparation of an engineer's opinion of probable construction cost for the proposed improvements and estimate of time.

Prefinal submittal will consist of the following deliverable to the LPA:

- Quarter Size Plans 11" x 17" (one copy)
- Special Provisions (both hard copy and digital format)
- Address Review Comments

Mack Road over W. Branch of DuPage River
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- Cost Estimate and Estimate of Time (hard copy and digital format)

Final submittal will consist of the following deliverable to the LPA:

- Quarter Size Plans 11" x 17" (one copy)
- Special Provisions (both hard copy and digital format)
- Address Review Comments
- Cost Estimate and Estimate of Time (hard copy and digital format)

TASK 9– PERMITS

The **ENGINEER** will identify a list of permits required for the construction activities. Permits from the following regulatory agencies are anticipated for this bridge project.

- Coordination with the U. S. Army Corps of Engineers in association with the joint permit application and associated documentation will be prepared.
- A floodway construction permit from the Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) is anticipated for a full bridge replacement that changes the existing bridge opening. IDNR-OWR will probably delegate the review to DuPage County.
- DuPage County Stormwater report and pre-application meeting
- Kane-DuPage County Soil and Water Conservation District in association with the permit application and associated documentation will be prepared.

TASK 11 – MEETINGS AND COORDINATION

Meetings will serve to discuss and resolve issues in the preliminary design process. Minutes of all meetings will be prepared by the **ENGINEER** and distributed within five working days of the meeting. The **ENGINEER** will be responsible for maintaining a list of action items that will be updated at each meeting.

- The **ENGINEER** has allotted for one (1) project initiation meeting with the **LPA**.
- The **ENGINEER** will attend one (1) project initiation meeting at the STATE.
- The **ENGINEER** anticipates and has allotted for one (1) FHWA/STATE meeting.
- The **ENGINEER** has estimated for four (4) additional progress meetings with the **LPA** or other project stakeholders
- The **ENGINEER** has allotted for three (3) pre-application meetings for permits
- The **ENGINEER** will prepare and distribute meeting minutes for the aforementioned meetings.

TASK 12 – PROJECT ADMINISTRATION AND MANAGEMENT

The successful management of a Phase II project requires scheduling and reporting of the progress of the project. Services will include the following tasks:

- The **ENGINEER** will initiate project setup including contract administration, budget control and internal project team meetings.
- The **ENGINEER** will prepare and submit bi-weekly progress reports during months when engineering activities occur, and invoices are due.
- The **ENGINEER** will provide phone and email updates and general project coordination with the **LPA** as necessary to advance the progress of the project.

- The **ENGINEER** will prepare and monitor a project schedule and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of services reviews, resource planning, internal team coordination and contract administration and invoicing.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines the **ENGINEER's** understanding of the Scope of Services required for the successful completion of the Phase II for the project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope, and would be considered as additional services if required by STATE, the FHWA, or any other agency for the successful completion of the project.

- Individual Parcel Plats
- Incidental Take Authorization / Coordination
- Permit fees

Local Public Agency

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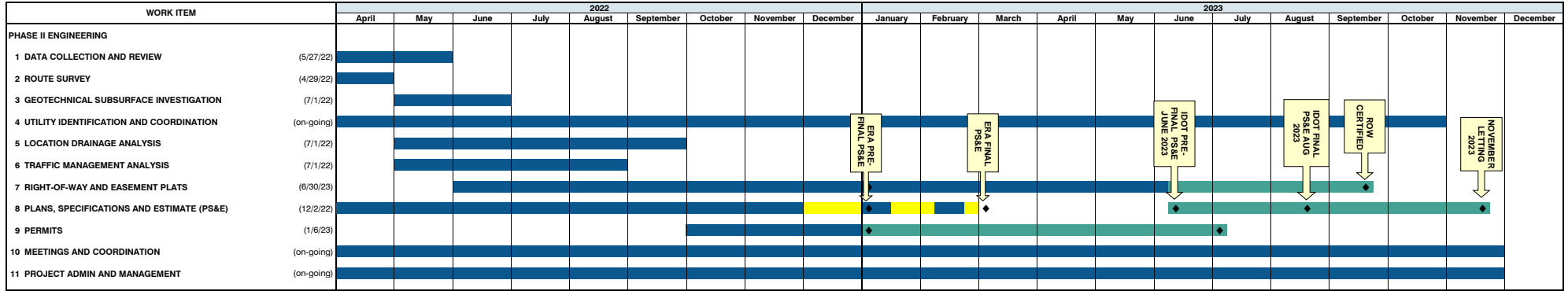
17-00036-00-BT

**EXHIBIT B
PROJECT SCHEDULE**

See Attached Exhibit B

**MACK ROAD BRIDGE REPLACEMENT - PHASE II ENGINEERING
SET JANUARY 27TH, 2022**

ASSUMED NTP IN APRIL 2022



- ◆ Indicates Project Milestone
- █ Indicates Consultant Work Time
- █ CITY Review Time
- █ Agency Review Time | Land Acquisition

ERA PRE-FINAL PS&E
ERA FINAL PS&E
IDOT PRE-FINAL PS&E JUNE 2023
IDOT FINAL PS&E AUG 2023
ROW CERTIFIED
NOVEMBER LETTING 2023

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**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	245	\$0.58	\$143.32
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input checked="" type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	4	\$13.50	\$54.00
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input checked="" type="checkbox"/> Monuments (Permanent)	Actual Cost	11	\$12.00	\$132.00
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input checked="" type="checkbox"/> CADD	Actual cost (Max \$15/hour)	1712	\$2.50	\$4,280.00
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Copies (B&W) 8.5-in x 11-in (in-house)	Actual Cost	2620	\$0.06	\$157.20
<input checked="" type="checkbox"/> Copies (Color) 8.5-in x 11-in (in-house)	Actual Cost	400	\$1.00	\$400.00
<input checked="" type="checkbox"/> Copies (B&W) 11-in x 17-in (in-house)	Actual Cost	1340	\$0.12	\$160.80
<input checked="" type="checkbox"/> Copies (Color) 11-in x 17-in (in-house)	Actual Cost	100	\$3.90	\$390.00
<input checked="" type="checkbox"/> Appraisal Fees	Actual Cost	8	\$3,410.00	\$27,280.00
Total Direct Costs				\$32,997.32

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**Exhibit D
Qualification Based Selection (QBS) Checklist**

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal

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
-	Firm Experience	10%
-	Technical Approach	20%
-	Specialized Expertise	30%
-	Past Performance	20%
-	Workload Capacity	10%
-	Local Presence	10%

Add

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

Top three consultants ranked for this project in order

1	Engineering Resource Associates, Inc.
2	Ciorba Group
3	Thomas Engineering Group

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"/>

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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 checked="" type="checkbox"/>	<input type="checkbox"/>	



EXHIBIT E
 COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
 ANNIVERSARY RAISE

Local Public Agency City of Warrenville	County DuPage	Section Number 17-00036-00-BR
Consultant (Firm) Name Engineering Resource Associates, Inc.	Prepared By M. Lange	Date 1/27/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	137.48%
START DATE	3/1/2022		COMPLEXITY FACTOR	
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

9

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

City of Warrenville	DuPage	17-00036-00-BR
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PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.50%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Professional Engineer IV	\$75.00	\$76.13
Professional Engineer III	\$51.44	\$52.21
Structural IV	\$67.00	\$68.01
Structural III	\$45.00	\$45.68
Staff III	\$41.25	\$41.87
Staff I	\$32.50	\$32.99
Engineer Tech V	\$44.00	\$44.66
Engineer Tech IV	\$37.00	\$37.56
Intern	\$16.00	\$16.24
Ecological Director	\$53.00	\$53.80
Environmental Specialist I	\$28.50	\$28.93
PLS II	\$51.00	\$51.77
PLS I	\$45.00	\$45.68
Surveyor III	\$33.25	\$33.75
Administrative Director	\$49.00	\$49.74

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COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

OVERHEAD RATE **137.48%**

COMPLEXITY FACTOR **0.00%**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Collection and Review	10	471	647		155		1,273	0.33%
Route Surveys	32	1,152	1,584		380		3,116	0.80%
Geotechnical Subsurface	4	220	302		73	4,780	5,375	1.37%
Utility Identification	28	924	1,270		305		2,499	0.64%
Hydraulic Analysis	80	3,515	4,832		1,160		9,507	2.43%
Environmental Verification	28	961	1,321		317		2,599	0.66%
Traffic Management	24	1,088	1,495		359		2,942	0.75%
ROW and Easement Plats	200	7,831	10,766	132	2,584		21,313	5.44%
PS&E	1824	83,777	115,176	4,534	27,646		231,133	59.02%
Permits	232	10,545	14,498	908	3,480		29,431	7.52%
Land Acquisition	20	942	1,295	27,280	311	26,655	56,483	14.42%
Meetings & Coordination	78	3,684	5,065	143	1,216		10,108	2.58%
Project Management	82	4,688	6,445		1,547		12,680	3.24%
		-	-		-		-	
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		-	-		-		-	
		-	-		-		-	
Subconsultant DL					3,141		3,141	0.80%
TOTALS	2642	119,798	164,696	32,997	42,674	31,435	391,600	100.00%

284,494

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AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

SHEET

1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Data Collection and Review			Route Surveys			Geotechnical Subsurface			Utility Identification			Hydraulic Analysis		
		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 IV	76.13	0.0																	
Professional Engineer III	52.21	304.0	11.51%	6.01													16	20.00%	10.44
Structural IV	68.01	448.0	16.96%	11.53	2	20.00%	13.60				2	50.00%	34.00						
Structural III	45.68	0.0																	
Staff III	41.87	1,082.0	40.95%	17.15	8	80.00%	33.50				2	50.00%	20.93				64	80.00%	33.50
Staff I	32.99	496.0	18.77%	6.19										28	100.00%	32.99			
Engineer Tech V	44.66	0.0																	
Engineer Tech IV	37.56	0.0																	
Intern	16.24	0.0																	
Ecological Director	53.80	20.0	0.76%	0.41															
Environmental Specialist I	28.93	60.0	2.27%	0.66															
PLS II	51.77	64.0	2.42%	1.25				4	12.50%	6.47									
PLS I	45.68	0.0																	
Surveyor III	33.75	168.0	6.36%	2.15				28	87.50%	29.53									
Administrative Director	49.74	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
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		0.0																	
TOTALS		2642.0	100%	\$45.34	10.0	100.00%	#####	32.0	100%	#####	4.0	100%	\$54.94	28.0	100%	\$32.99	80.0	100%	\$43.94

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AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise
SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Environmental Verification			Traffic Management			ROW and Easement Plats			PS&E			Permits			Land Acquisition		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Professional Engineer IV	76.13																		
Professional Engineer III	52.21				8	33.33%	17.40				240	13.16%	6.87	40	17.24%	9.00			
Structural IV	68.01										360	19.74%	13.42	16	6.90%	4.69	4	20.00%	13.60
Structural III	45.68																		
Staff III	41.87	4	14.29%	5.98	16	66.67%	27.91				700	38.38%	16.07	176	75.86%	31.76	16	80.00%	33.50
Staff I	32.99										468	25.66%	8.46						
Engineer Tech V	44.66																		
Engineer Tech IV	37.56																		
Intern	16.24																		
Ecological Director	53.80	4	14.29%	7.69							16	0.88%	0.47						
Environmental Specialist	28.93	20	71.43%	20.66							40	2.19%	0.63						
PLS II	51.77							60	30.00%	15.53									
PLS I	45.68																		
Surveyor III	33.75							140	70.00%	23.62									
Administrative Director	49.74																		
TOTALS		28.0	100%	\$34.33	24.0	100%	\$45.32	200.0	100%	\$39.15	1824.0	100%	\$45.93	232.0	100%	\$45.45	20.0	100%	\$47.10

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AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise
SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Meetings & Coordination			Project Management														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Professional Engineer IV	76.13																		
Professional Engineer III	52.21																		
Structural IV	68.01	16	20.51%	13.95	48	58.54%	39.81												
Structural III	45.68																		
Staff III	41.87	62	79.49%	33.28	34	41.46%	17.36												
Staff I	32.99																		
Engineer Tech V	44.66																		
Engineer Tech IV	37.56																		
Intern	16.24																		
Ecological Director	53.80																		
Environmental Specialist	28.93																		
PLS II	51.77																		
PLS I	45.68																		
Surveyor III	33.75																		
Administrative Director	49.74																		
TOTALS		78.0	100%	\$47.23	82.0	100%	\$57.17	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Joint Funding Agreement PE/ROW for State-Let Construction Projects

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Warrenville	DuPage	17-00036-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-Bridge		CMAP	08-16-0016

Engineering

Right-of-Way

State Job Number	Project Number	State Job Number	Project Number
P-91-037-19	8893(9988)		

Local Administered Engineering
 Right-of-Way
 Other

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". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Mack Road	FAU 3818	0.40	From	To
			0.00	0.27

Location Termini
IL Route 59 to Blackwell Forest Preserve

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Warrenville	022-3027	Remove

PROJECT DESCRIPTION

Phase II engineering for the bridge replacement carrying Mack Road over the West Branch of the DuPage River. Project includes roadway reconstruction to provide hydraulic clearance to low beam. Project also includes the addition of a bike path on the north side of the roadway allowing pedestrian | bicycle travel from IL Rte 59 to existing trail system at Blackwell Forest Preserve.

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 the preliminary engineering work required to complete the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction) 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 comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

9. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete the project.
10. 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.
11. To include the certifications, listed in item 13 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
12. 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.

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. For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or other locally administered 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**;

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 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:** Preliminary engineering projects - the period of performance (end date) for state and federal obligation purposes is ten (10) years. The **LPA** must begin right-of-way acquisition for, or actual construction of, the project for which preliminary engineering work is undertaken with Federal participation is by the close of the tenth (10th) fiscal year following the fiscal year in which the project is federally authorized. In the event that this work is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.

For Right-of-Way projects - the period of performance (end date) for state and federal obligation purposes is fifteen (15) years from the execution date of the agreement. The **LPA** must begin construction of the project on this right-of-way by the close of the twentieth (20th) fiscal year following the fiscal year in which the project is federally authorized. In the event that construction is not started within this timeframe, the **LPA** will repay the **STATE** any Federal funds received under the terms of this 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 CFDA number for all highway planning and construction activities is 20.205.
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/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

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.	Local Resolution

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)

David Brummel

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

362654207 conducting business as a Governmental Entity.

DUNS Number 026419122

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

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

Date

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

Date

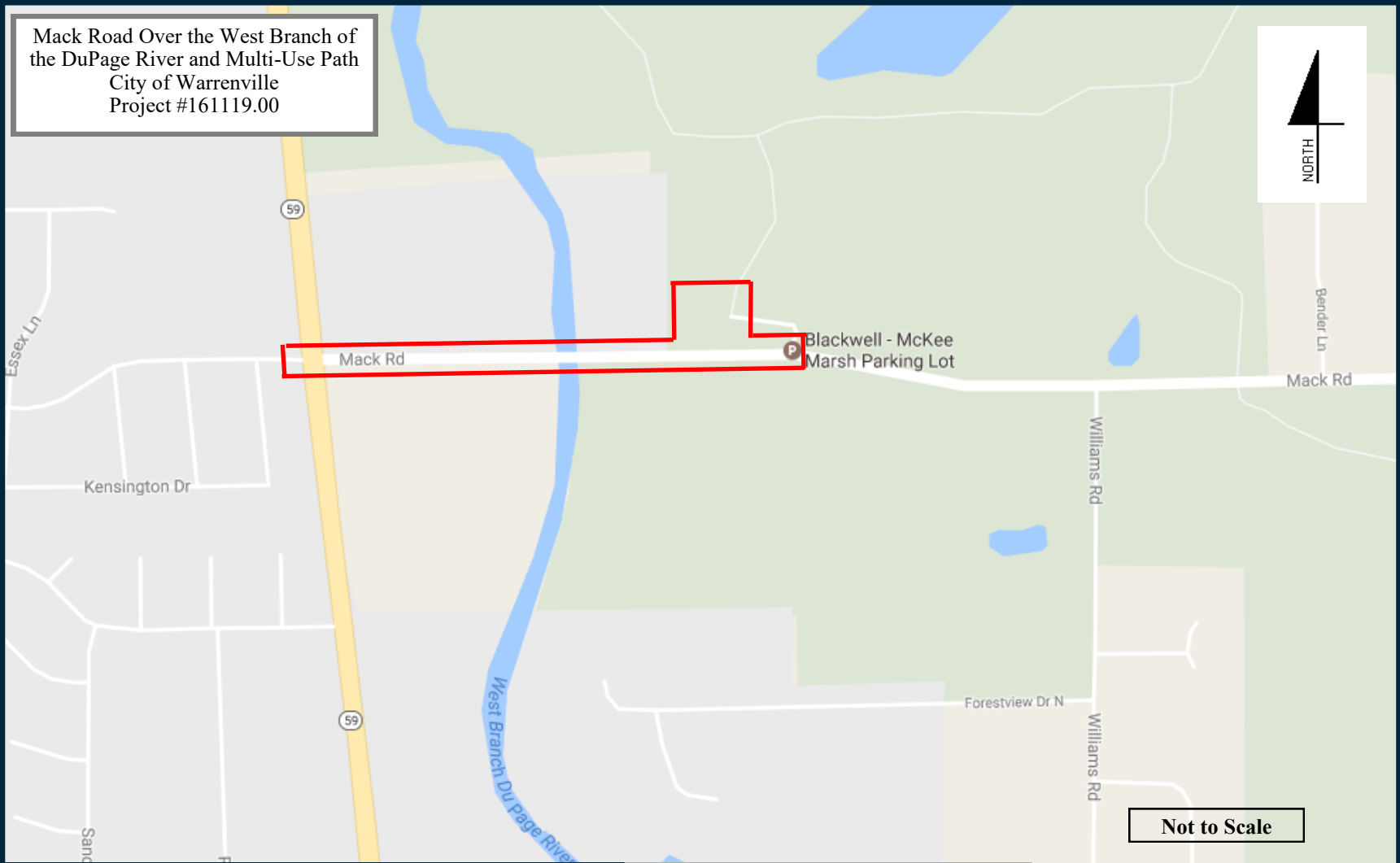
Yangsung Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: if the LPA signature is by an **APPOINTED official**, a resolution authorizing said appointed official to execute this agreement is required.



Engineering Resource Associates, Inc.
3S701 West Avenue, Suite 150
Warrenville, IL 60555
Phone: (630) 393-3060 FAX: (630) 393-2152

Image Courtesy of Google Maps
Warrenville | Chicago | Champaign
www.eraconsultants.com

EXHIBIT 1
Location Map

— Project Limits

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
City of Warrenville	DuPage	17-00036-00-BT

Engineering	Job Number	Project Number	Right-of-Way	Job Number	Project Number
	P-91-037-19	8893(9988)			

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals	
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%		
Preliminary Engineering	STP-Br	\$249,280.00	80%				Local	\$62,320.00	20%	\$311,600.00	
Preliminary Engineering		\$0.00					Local	\$80,000.00	20%	\$80,000.00	
Total		\$249,280.00		Total			Total		\$142,320.00		\$391,600.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

This is for Phase II Final Engineering

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.