Local Public Agency	
City of Naperville	L
County	— с
DuPage	Ă
Section	一 î
16-00167-00-BR	
Project No.	
D-91-265-16 / 15QT(543)	A
Job No.	G
D-91-265-16 / 15QT(543)	E
Contact Name/Phone/E-mail Address	N
Andy Hynes	C
(630) 548-2958	Y
HvnesA@naperville.il.us	

Illinois Depa	artment
of Transpor	rtation

Preliminary Engineering Services Agreement For Federal Participation Supplement #1

	Consultant
CONS	Ciorba Group, Inc.  Address 8725 W Higgins Rd, Suite 600  City Chicago
U	State
T	<u>IL</u> Zip Code
Α	60631
Ν	Contact Name/Phone/E-mail Address
Т	Salvatore DiBernardo
	(773) 775-4009

sdibernardo@ciorba.com

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

	Project Description						
Name	Washington Street	Route	FAU 2552	Length	0.12	Structure No.	022-6749
Termini	Chicago Ave to Aurora Ave						

Description Supplement includes additional coordination, meetings and design effort required for the relocation of an AT&T duct bank; additional effort to complete the work that was to be performed by AECOM for structural peer review and roadway constructability and QA/QC review; extension to retaining walls and miscelleanous plan modifications.

### **Agreement Provisions**

### I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- 3. To complete the services herein described within <u>578</u> calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
- 5. That the ENGINEER is qualified technically and is entirely 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 herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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 STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

- 9. The undersigned certifies neither the ENGINEER nor I have:
  - employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT.
  - 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
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12

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12.	Tos	submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13.	Sco	pe of Services to be provided by the ENGINEER:
	$\boxtimes$	Make such detailed surveys as are necessary for the planning and design of the PROJECT.
		Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
		Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
	$\boxtimes$	Design and/or approve cofferdams and superstructure shop drawings.
		Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
		Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
		Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
	$\boxtimes$	Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
		Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
		Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
		Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
	$\boxtimes$	Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and

borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

### II. THE LPA AGREES,

- To furnish the ENGINEER all presently available survey data and information
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

	Cost Plus Fixed Fee	☐ CPFF	= 14.5%[DL + R(DL) + OH(DL) + IHDC], or = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or = 14.5%[(2.3 + R)DL + IHDC]
		Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
	Specific Rate	☐ (Pay po	er element)
	Lump Sum		
3.	To pay the ENGINEER us	ing one of th	ne following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
	☐ With Retainage		

- a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) Final Payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- a) **For progressive payments** Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
- 5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

## III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
- 2. That tracings, 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 and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

- 3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE 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.
- 4. 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 not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
- 5. To maintain, for a minimum of 3 years after the completion of the contract, 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; 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 STATE for the 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.
- 6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- 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 save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. 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 to date of the written notice of termination.
- 9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

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

	Agreement Summary
Prime Consultant:	TIN Number Agreement Amount
Ciorba Group, Inc.	36-2525351 \$118,768.36
сюва стоир, те.	30-232331   \$110,700.30
Sub-Consultants:	TIN Number Agreement Amount
AECOM	95-2661922 (\$82,832.25)
Hitchcock Design Group	36-3059328 \$0.00
Geosyntect	59-2355134 \$0.00
Huff and Huff	36-3044842 \$0.00
American Surveying & Engineering	36-3307274 \$0.00
	Sub-Consultant Total: \$\\$(82,832.25)
	Prime Consultant Total: \$118,768.36
	Total for all Work: \$35,936.11
Executed by the LPA:  ATTEST:	City of Naperville  (Municipality/Township/County)
Ву:	Ву:
Clerk	Title:
OIGIK	Title:
(SEAL)	
Executed by the ENGINEER:	
ATTEST:  By:  Title: Chief Financial Officer	By: Salutar Dibannon
THE. OTHER PHARMAGE	THE.

# **Exhibit A - Preliminary Engineering**

Route: Washington Street

Local Agency: City of Naperville

(Municipality/Township/County)

Section: 16-00167-00-BR

Project: Washington Street Bridge Replacement

Job No.: D-91-265-16 / 15QT(543)

Method of Compensation:

Cost Plus Fixed Fee 1  $\Box$  14.5%[DL + R(DL) + OH(DL) + IHDC] Cost Plus Fixed Fee 2  $\Box$  14.5%[DL + R(DL) + 1.4(DL) + IHDC]

Cost Plus Fixed Fee 3  $\Box$  14.5%[(2.3 + R)DL + IHDC]

Specific Rate

Lump Sum

\*Firm's approved rates on file with IDOT'S

Bureau of Accounting and Auditing:

Overhead Rate (OH) 158.78%
Complexity Factor (R) 0.00
Calendar Days 578

Cost Estimate of Consultant's Services in Dollars

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Element of Work	Employee Classification	Man-Hours		ayroll Rate	С	Payroll osts (DL)	C	Overhead*	Services by Others	In-House Direct Costs (IHDC)		Profit	Total
Coordination & Meetings for Utility Work	*	232	\$	47.62	\$	11,047.84	\$	17,541.76			\$	4,145.49	\$ 32,735.09
Utilities (Watermain & Sanitary)	*	48	\$	49.56	\$	2,378.88	\$	3,777.19			\$	892.63	\$ 7,048.70
Engineering Design/Plans	*	262	\$	48.24	\$	12,638.88	\$	20,068.01			\$	4,742.50	\$ 37,449.39
Structural Design/Plans	*	220	\$	50.99	\$	11,217.80	\$	17,811.62			\$	4,209.27	\$ 33,238.69
Project Management & Administration	*	40	\$	70.00	\$	2,800.00	\$	4,445.84			\$	1,050.65	\$ 8,296.49
AECOM									-\$82,832.25				-\$82,832.25
Hitchcock Design Group													
Geosyntec													
Huff and Huff							•				•		
American Surveying & Eng							•				•		
Totals		802			\$	40,083.40	\$	63,644.42	-\$82,832.25		\$	15,040.53	\$ 35,936.11

<sup>\*</sup> See attached

# **Exhibit B**



# Engineering Payment Report (Submit with Final Invoice)

#### Prime Consultant

Prime Consultant			
Name	Ciorba Group, Inc.		
Address	8725 W Higgins Rd		
Telephone	(773) 775-4009		
TIN Number			
Project Information			
Local Agency	City of Naperville		
Section Number	16-00167-00-BR		
Project Number	D-91-265-16		
Job Number			
	he amount paid to the Sub-consultant or , the undersigned certifies that work was		
	Sub-Consultant Name	TIN Number	Actual Payment from Prime
AECOM		95-2661922	
Hitchcock Design Gro	pup	36-3059328	
Geosyntec	•	59-2355134	
Huff and Huff		36-3044842	
American Surveying 8	& Engineering	36-3307274	
		Sub-Consultant Total: Prime Consultant Total: Total for all Work	
Si	gnature and title of Prime Consultant	Completed:	Date
Oil	ga.a. a and and or r mino contounding		24.0

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

For information about IDOTs collection and use of confidential information review the department's <u>Identity Protection Policy</u>.

# Exhibit C Federal Qualification Based Selection (QBS) Checklist

Section	ublic Agency         City of Naperville           Number         16-00167-00-BR           Number         D-91-265-16           mber
The LP/ less tha	A must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$40,000. A must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value in \$40,000. M Not Applicable (engineering services less than \$40,000)
1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services?
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ?
3.	Was the scope of services for this project clearly defined?
4.	Was public notice given for this project? Yes No Due date of submittal: 11/30/2017 Method(s) used for advertisement and dates of advertisement: RFQ Published on DemandStar on 11/6/2017
5.	Do the written QBS policies and procedures cover conflicts of interest?
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? $\boxtimes$ Yes $\square$ No
7.	Do the written QBS policies and procedures discuss the method of evaluation? Yes No  Criteria for this project Weighting Criteria for this project Weighting  Project Appoach 20 % Bridge, Streetscape Experience 15%  Qualifications and Experience 20 % Public Involvement Experience 10%  Watermain and Sewer Experience 15 % %
8.	Do the written QBS policies and procedures discuss the method of selection?
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?  Yes No
10.	Were negotiations for this project performed in accordance with federal requirements? X Yes No
11.	Were acceptable costs for this project verified?
	Yes No LPA will rely on IDOT review and approval of costs.
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?  \( \sum \) Yes \( \sum \) No
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?   Yes  No