



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Kautz Road Reconstruction Project – Phase III (2 Items)		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	January 16, 2024		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS-II, EV-II, QL-I			
Estimated Cost: \$1,967,531	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: Partial Grant Funding</i>			
Executive Summary:			
<p>Resolution 2020-81 authorized a Phase II Design Engineering Services Agreement with TranSystems Engineering to design the Kautz Road Reconstruction Project. The project is scheduled for an April 2024 Bid Letting and is entering the Phase III Construction stage. This is a joint project with the City of St. Charles with 68% of the project within the City of Geneva.</p> <p>The project was awarded Federal and State grants requiring a Joint Funding Agreement for Construction Work with IDOT. The Engineer's Estimate for the project is \$6,958,292 including construction engineering fees. The projected Federal and State grant funding is \$4.97 Million with Geneva's portion estimated to be \$1.35 Million. Funding for Geneva's share will utilize the \$1.41 Million Rebuild Illinois Bond Funds awarded to the City in 2020.</p> <p>In addition, for consideration is a Local Public Agency Engineering Services Agreement with TranSystems Engineering to oversee construction. Their scope of work includes Phase III construction engineering, construction management, and administration for the Kautz Road Reconstruction Project, including: reconstruction and widening of existing pavement, installation of curb and gutter, erosion control and protection, storm sewer, sidewalk, shared-use path, utility relocations, pavement markings and signage, traffic control and protection and other related and incidental work shown in plans. Geneva's portion is estimated to be \$413,639 with \$194,653 to be reimbursed by St. Charles.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution – Joint Funding Agreement • Resolution – Local Public Agency Engineering Services Agreement 			

Voting Requirements:

This motion requires a simple majority of affirmative votes for passage. (City Council Only)

The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.

Recommendation / Suggested Action: (how the item should be listed on agenda)

Approve Resolution No. 2024-XX Authorizing Execution of a Joint Funding Agreement for Construction for the Kautz Road Reconstruction Project.

Approve Resolution No. 2024-XX Authorizing Execution of Local Public Engineering Services Agreement for the Kautz Road Reconstruction Project.

RESOLUTION NO. 2024-05

**RESOLUTION AUTHORIZING THE EXECUTION OF
JOINT FUNDING AGREEMENT FOR CONSTRUCTION WORK
KAUTZ ROAD RECONSTRUCTION PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Mayor is hereby authorized to execute the Joint Funding Agreement for Construction Work (Exhibit A) with the Illinois Department of Transportation for the Kautz Road Reconstruction Project.

SECTION 2:This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 16th day of January, 2024.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 16th day of January, 2024.

Mayor

ATTEST:

City Clerk



**Joint Funding Agreement
for Construction Work**

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Geneva		Kane	19-00117-00-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU, ITEP, TARP	143100	CMAP	09-20-0110

Construction

State Job Number	Project Number
C-91-065-21	5PL0(644)

State-Let Construction Locally Let Construction Construction Engineering Utilities Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". 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	
			From	To
Kautz Road	9-2286	1.56 mi	0.9	2.46

Location Termini

Swenson Avenue to Longest Drive

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Geneva; City of St. Charles		Remove

PROJECT DESCRIPTION

Kautz Road Widening and Reconstruction between Swenson Avenue and Longest Drive in the Cities of Geneva and St. Charles

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

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

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ BAL _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

408
Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

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

- 409 modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

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

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

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

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

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

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

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

ADDENDA

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

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

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

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Kevin Burns

Title of Official

Mayor

Signature

[Signature box]

Date

[Date box]

The above signature certifies the agency's TIN number is 366005857 conducting business as a Governmental Entity.

DUNS Number 085217537

UEI QNG3NLDKE493

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature box]

Date

[Date box]

By:

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

[Signature box]

Date

[Date box]

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

[Signature box]

Date

[Date box]

Yangsu Kim, Chief Counsel

[Signature box]

Date

[Date box]

Vicki Wilson, Chief Fiscal Officer

[Signature box]

Date

[Date box]

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

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

Resolution No. _____

A Resolution for:

Section Number 19-00117-00-PV
State Job Number C-91-065-21
Project Number 5PL0(644)

WHEREAS, the City of Geneva is proposing to widen and reconstruct Kautz Road between International Drive and Geneva Drive

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

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

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City Council of the City of Geneva

Section 1: The City Council of the City of Geneva hereby appropriates \$1,985,645.00 or as much as may be needed to match the required funding to complete the proposed improvement from Rebuild Illinois and General Funds and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

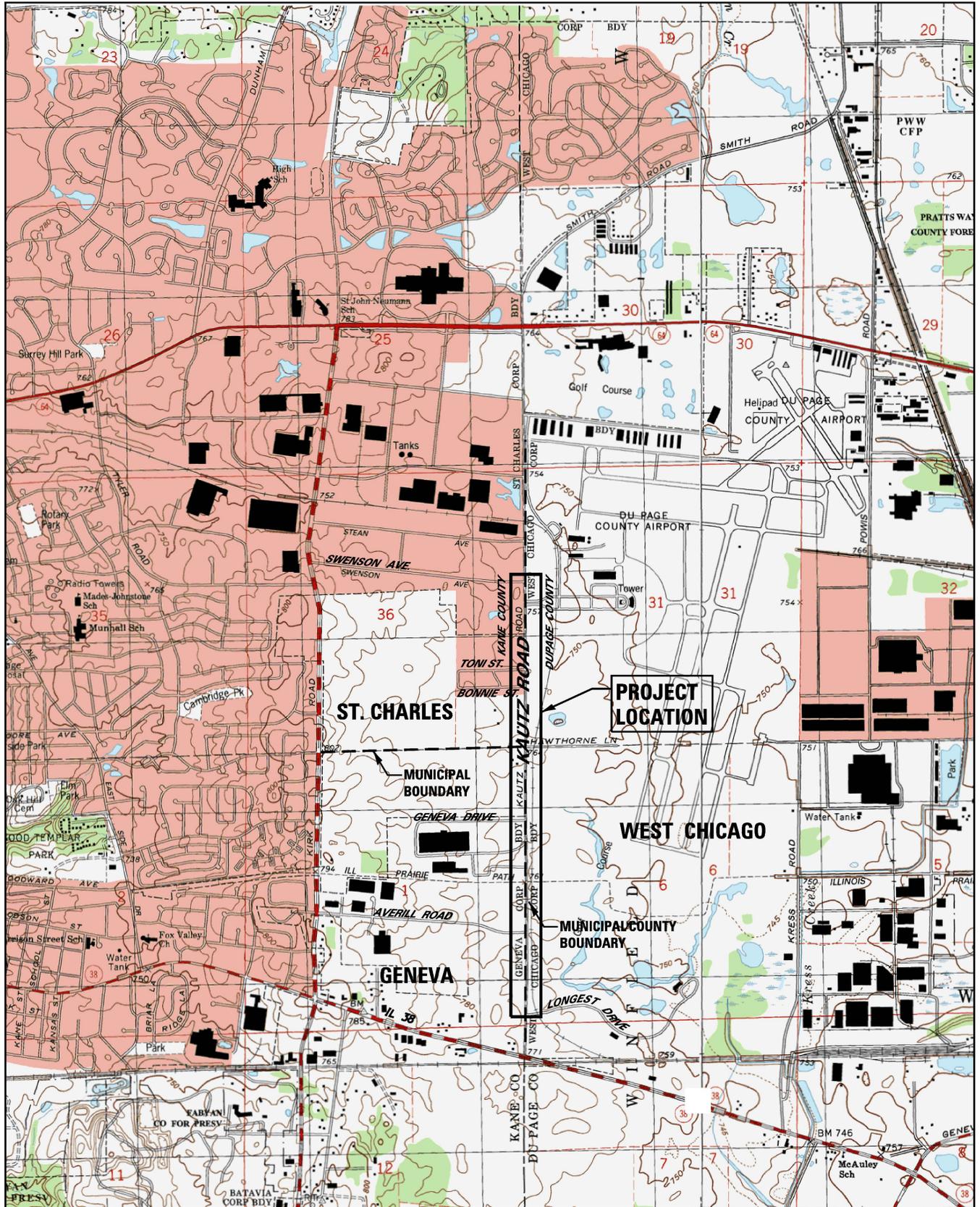
Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of City of Geneva is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

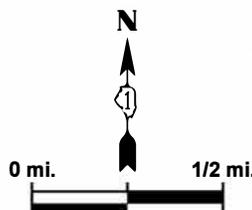
I, Vicki Kellick Clerk in and for Geneva, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the City of Geneva, Illinois, and keeper of the records at its meeting on the _____ day of _____, 20 ____.

INTESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20 ____.

(seal)



TOWNSHIP: GENEVA, ST. CHARLES,
WINFIELD
T 39 N / R 8 E



LOCATION MAP

KAUTZ ROAD WIDENING &
RECONSTRUCTION
CITY OF GENEVA / CITY OF ST. CHARLES

ADDENDA 1

**Kautz Road Widening and Reconstruction
City of Geneva and City of St. Charles
Cost Participation Request**

Thursday, November 2, 2023

Current: ITEP, STP-L, TARP

Item	Total Cost		ITEP (90%)		Additional Requests		TARP (100%)		STP (75%)		Geneva*		St. Charles*	
Construction	\$ 6,350,000	100%	\$ 779,985	12%	\$ 762,300	12%	\$ 320,600	5%	\$ 3,109,762	49%	\$ 936,600	15%	\$ 440,753	7%
Construction Engineering PH III	\$ 608,292	100%		0%		0%		0%		0%	\$ 413,639	68%	\$ 194,653	32%
Total	\$ 6,958,292	100%	\$ 779,985	11%	\$ 762,300	11%	\$ 320,600	5%	\$ 3,109,762	45%	\$ 1,350,239	19%	\$ 635,406	9%

Construction Funding Breakdown	\$ 6,350,000				
	Fed Portion	Local Match	Remaining Eligible		
ITEP	\$ 779,985	\$ 86,665	\$ 5,483,350	90/10, State covering half of local match	
TARP	\$ 320,600		\$ 5,162,750		
STP	\$ 3,109,762	\$ 1,036,587	\$ 1,016,401		
Redistribution Fund Request	\$ 762,301	\$ 254,100	\$ -	Awarded 10/19/23	

*Based on the current estimate, Geneva will be responsible for \$1,985,645, and St. Charles will reimburse them \$635,406. The local agencies will be responsible for any costs above the federal/state allotment and are planned to be split 68/32 between Geneva and St. Charles, respectively.

RESOLUTION NO. 2024-06

**RESOLUTION AUTHORIZING EXECUTION OF
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT
KAUTZ ROAD RECONSTRUCTION PROJECT**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute BLR 05530, a Local Public Agency Engineering Services Agreement with TranSystems Engineering of Geneva, Illinois, for the Kautz Road Reconstruction Project, a copy of which is attached hereto at Exhibit A.

SECTION 2:This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 16th day of January, 2024.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 16th day of January, 2024.

Mayor

ATTEST:

City Clerk

**Local Public Agency
Engineering Services Agreement**

Agreement For Agreement Type

Using Federal Funds? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Geneva	Kane	19-00117-00-PV	C-91-065-21
Project Number	Contact Name	Phone Number	Email
5PL0(644)	Rich Babica	(630) 232-1501	rbabica@geneva.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Kautz Road	9-2286	1.56 mi	N/A
Location Termini			<input type="button" value="Add Location"/>
Swenson Avenue to Longest Drive			<input type="button" value="Remove Location"/>

Project Description

Kautz Road Widening and Reconstruction between Swenson Avenue and Longest Drive in the Cities of Geneva and St. Charles

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
TranSystems	Zach Pucel	(847) 636-3156	zjpucel@transystems.com
Address	City	State	Zip Code
1475 E Woodfield Rd, Ste 600	Schaumburg	IL	60173

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

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

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

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

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (CECS) Services Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

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, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. 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.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

419 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.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) 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 in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. 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.
2. 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 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. 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.
3. 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 ⁴²⁰any from soil survey and subsurface investigation with the understanding that all such materials 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.

4. 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 prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for 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.
5. 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.
6. 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.
7. 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, local) terminated for cause or default.

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

8. 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 included but are not limited to: acts of God or a public enemy; acts 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.

9. 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying 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 to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) 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 projects. 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.

- 10. 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).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
TranSystems	43-0839725	\$539,038.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Interra	36-4045796	\$69,254.00
Subconsultant Total		\$69,254.00
Prime Consultant Total		\$539,038.00
Total for all work		\$608,292.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Local Public Agency

Attest:

The

[] of

City of Geneva

By (Signature & Date)

[]

By (Signature & Date)

[]

Local Public Agency

Local Public Agency Type

Title

City of Geneva

[]

Clerk

[]

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

TranSystems

By (Signature & Date)

[]

By (Signature & Date)

[]

Title

[]

Title

[]

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[]

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Geneva	TranSystems	Kane	19-00117-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

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

See attached scope of services

SCOPE OF ENGINEERING SERVICES

This scope of work includes Phase III construction engineering, construction management, and administration for the Kautz Road Reconstruction and Widening in the Cities of Geneva and St. Charles. The project includes: Reconstruction and widening of existing pavement, installation of curb and gutter, erosion control and protection, storm sewer, sidewalk, shared-use path, utility relocations, pavement markings and signage, traffic control and protection and other related and incidental work shown in plans.

Construction Inspection Services

TranSystems will provide the resident engineer, inspectors, and along with our material testing subconsultant, Interra, other technical personnel necessary to observe, monitor, and document the contractor's progress on the project from the start of field operations to final completion.

1. Pre-Construction

- a. Attend the pre-construction meeting to discuss goals, objective and issues the City may have.
- b. Document existing conditions through photos and video for use by the City.
- c. Conduct a utility coordination meeting with all affected utilities and verify relocation schedules if necessary.
- d. Conduct a materials coordination meeting to identify material sources, establish back-up sources and develop overall plan for materials acceptance.

2. Public Outreach and Coordination

- a. Assign a dedicated public liaison, typically the resident engineer, to provide residents, tenants, and property owners with a single, knowledgeable, and authoritative point of contact for concerns, comments, and questions.
- b. Provide construction updates to the City on a weekly basis.
- c. Prepare and distribute project newsletters and/or letters to the affected properties notifying them of construction operations, staging or traffic modifications, interruptions in water or sewer service, and other pertinent information, as requested by the City.
- d. Monitor public opinion and report any issues requiring attention to the City staff.

3. On-Site Review of Work

- a. Act as the City's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents, and advise and confer with City officials during construction and issue the City's authorized instructions to the contractor.
- b. Assist the contractor in understanding the intent of the construction contract documents. Serve as the City's liaison with other local agencies such as businesses, City's representative, etc.
- c. Coordinate with utility companies and developers to ensure an orderly progression of work and ensure completion of any required facility relocations.
- d. Conduct on-site observations of the work in progress to determine that the project proceeds in accordance with the construction contract documents and that completed work will conform to the requirements of the construction contract documents.
- e. Instruct the contractor to correct any work believed to be unsatisfactory, faulty or defective, not conforming to the requirements of the construction contract documents, or does not meet the requirements of any inspections, tests, or approval required to be made and report same to the City; and advise City of action taken or if any special testing or inspection will be required.
- f. Verify that tests are conducted as required by the construction contract documents and in the presence of the required personnel, and that contractors maintain and submit adequate records thereof; observe, record, and report to the City appropriate details relative to the test procedures.
- g. Perform all required field tests such as concrete tests and soil compaction tests and ensure such tests are conducted as specified. Analyze the results of all field and laboratory tests to determine the suitability compliance with the requirements of the construction contract documents.
- h. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to the City.
- i. Prepare daily reports of construction progress.
- j. Monitor the contractor's project traffic control for compliance with the contract documents as well as safety and impacts to vehicles and pedestrians. Document deficiencies and contractor response to notice of. Inform the City of deficiencies and if contractor does not correct enforce as contract stipulates.

- k. Conduct contractor layout verification including control point verification, before and after cross-sections, alignment and elevation spot checks on various project elements.
 - l. Monitor and communicate the contractor's compliance with the erosion control plan, complete required weekly inspection reports and report Notice of Incidents when necessary. Inform the contractor of deficiencies and enforce contract stipulations if necessary.
4. Contractor Requests for Information/Clarification and Suggests
- a. Inform the City of any Requests for Information or Clarification. Review the contractor's request and forward to designer with suggested response if necessary. Confirm responses with the City and then transmit response to contractor.
 - b. Create an RFI log to track all RFI's and the response time and impact on the schedule.
5. Shop Drawings
- a. Develop shop drawing submittal requirements and assist contractor in development of submittal schedules. Review and monitor compliance with submittal schedules.
 - b. Review and approve shop drawings and samples, the results of tests and inspections and other data that any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the construction contract documents. Such review shall not be construed as relieving the contractor of the responsibility to meet requirements of the construction contract documents. Determine the acceptability of substitute materials and equipment proposed by the contractor; and receive and review (for general content as required by the specifications) maintenance and operating instructions, guarantees, bonds and certificates of inspection which are to be assembled by the contractor(s) in accordance with the construction contract documents.
 - c. Record and maintain a shop drawing submittal and approval log and notify the contractor whenever submittals are lacking or untimely.
6. Schedules
- a. Review the contractor's construction schedule for compliance with the contract completion date and provide recommendation for approval.
 - b. Work with the contractor to maintain a workable updated construction schedule that is maintained and monitored weekly as construction progresses as required by the

construction contract documents. Report progress and schedule deviations and corrective measures proposed by the contractor to the City.

7. Job Meetings

- a. Conduct weekly progress meetings (or as needed) with all parties to review construction progress, design interpretations and overall progress. Prepare, maintain, and circulate copies of minutes thereof. Arrange a schedule of on-site job work meetings with the general contractor and subcontractors to review day-to-day operations.
- b. Attend public informational meetings that may occur from time to time during the construction phase.

8. Contract Administration and Records

- a. All documentation shall be in accordance with federal requirements by utilizing IDOT Documentation of Contract Quantities including the use of CMMS. Handle all day-to-day contract administration and associated correspondence. Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original construction contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract documents, progress reports, and other project related documents.

9. Contractor Pay Requests and Change Orders

- a. Prepare and submit pay estimates to the City as construction work progresses.
- b. Perform evaluation of proposed construction contract change orders and submit recommendation for approval or denial to the City. Prepare construction contract change orders when authorized by the City.

10. Final Completion and Record Drawings

- a. Prepare record drawings that show field measured dimensions of the completed construction work that the engineer considers significant and provide the City with one set of electronic record drawings.
- b. Conduct a final inspection of the project with the City and the contractor, and prepare and give to the contractor a final punch list. Issue an opinion of satisfactory

completion for acceptance of the project by the City to process the contractor's final request for payment.

11. Material QA and Testing

- a. Ensure that all materials provided to the contract meet the contract plans and specifications, and that proper documentation (IDOT approved lists, manufacturer's certifications, etc.) are provided to verify material quality is in accordance with federal regulations.
- b. Work with Interra, Inc. to provide on-site QA material testing for all concrete and asphalt products delivered to the project to ensure that all specification requirements are met by the contractor.

12. Project Close-Out

- a. Verify that documentation is accomplished and that all material inspections and certifications have been accounted for, complete and in accordance with federal regulations.
- b. Provide final documentation associated with the final balancing change order and final pay estimate.

129
Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

City of Geneva

TranSystems

Kane

19-00117-00-PV

**EXHIBIT B
PROJECT SCHEDULE**

See attached project schedule

Kautz Road Construction Schedule

IDOT Letting

Preconstruction meeting

Construction Activities

Punchlist Items

Project Closeout

2024												2025		
J	F	M	A	M	J	J	A	S	O	N	D	J	F	M

Local Public Agency City of Geneva	Prime Consultant (Firm) Name TranSystems	County Kane	Section Number 19-00117-00-PV
---------------------------------------	---	----------------	----------------------------------

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

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

Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input 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 type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>

	Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
---	---	--------------------------	--------------------------

Selection committee (titles) for this project

--

Top three consultants ranked for this project in order	
1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input 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 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 type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency City of Geneva	County Kane	Section Number 19-00117-00-PV
Prime Consultant (Firm) Name TranSystems Corporation	Prepared By Zachary Pucel	Date 11/2/2023
Consultant / Subconsultant Name TranSystems	Job Number 	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	118.18%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	4/6/2024		% OF RAISE	2.00%
END DATE	3/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	4/6/2024	0	0.00%
1	4/7/2024	4/6/2025	12	102.00%

The total escalation = 2.00%

Local Public Agency**County****Section Number**

City of Geneva

Kane

19-00117-00-PV

Consultant / Subconsultant Name**Job Number**

TranSystems

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$86.00	\$86.00
Engineer 4 (E4)	\$85.05	\$86.00
Engineer 3 (E3)	\$75.03	\$76.53
Engineer 2 (E2)	\$63.36	\$64.63
Engineer 1 (E1)	\$48.30	\$49.27
Planner 5 (P5)	\$86.00	\$86.00
Planner 4 (P4)	\$72.55	\$74.00
Planner 3 (P3)	\$49.97	\$50.97
Planner 2 (P2)	\$54.87	\$55.97
Architect 4 (AR4)	\$77.47	\$79.02
Architect 3 (AR3)	\$57.38	\$58.53
Architect 2 (AR2)	\$46.52	\$47.45
Architect 1 (AR1)	\$35.86	\$36.58
Analyst 2 (AN2)	\$36.40	\$37.13
Environmental Scientist 4 (SC4)	\$80.00	\$81.60
Industry Specialist 4 (IS4)	\$86.00	\$86.00
Industry Specialist 3 (IS3)	\$66.82	\$68.16
Surveyor 4	\$86.00	\$86.00
Construction Services 5 (CS5)	\$86.00	\$86.00
Construction Services 4 (CS4)	\$67.62	\$68.97
Construction Services 3 (CS3)	\$50.43	\$51.44
Construction Services 2 (CS2)	\$38.42	\$39.19
Construction Services 1 (CS1)	\$35.64	\$36.35
Technician 3 (T3)	\$44.02	\$44.90
Technician 1 (T1)	\$20.96	\$21.38
Administrative 3 (A3)	\$54.82	\$55.92
Administrative 2 (A2)	\$33.40	\$34.07

Local Public Agency

City of Geneva 435

County

Kane

Section Number

19-00117-00-PV

Consultant / Subconsultant Name

TranSystems

Job Number

DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	255	\$65.00	\$16,575.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$5,000.00	\$5,000.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Copies B/W 11x17	Actual Cost			\$0.00
Copies Color 8.5x11	Actual Cost			\$0.00
Traffic Counts/Geofencing	Actual Cost (See separate calculations)			\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$21,575.00

Local Public Agency

City of Geneva

County

Kane

Section Number

19-00117-00-PV

Consultant / Subconsultant Name

TranSystems

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Phase III Assistance						Interra					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	86.00	0.0																	
Engineer 4 (E4)	86.00	12.0	0.37%	0.32	12	0.38%	0.33												
Engineer 3 (E3)	76.53	1,652.0	50.86%	38.93	1592	50.90%	38.95	60	50.00%	38.27									
Engineer 2 (E2)	64.63	60.0	1.85%	1.19				60	50.00%	32.31									
Engineer 1 (E1)	49.27	1,512.0	46.55%	22.93	1512	48.34%	23.81												
Planner 5 (P5)	86.00	0.0																	
Planner 4 (P4)	74.00	0.0																	
Planner 3 (P3)	50.97	0.0																	
Planner 2 (P2)	55.97	0.0																	
Architect 4 (AR4)	79.02	0.0																	
Architect 3 (AR3)	58.53	0.0																	
Architect 2 (AR2)	47.45	0.0																	
Architect 1 (AR1)	36.58	0.0																	
Analyst 2 (AN2)	37.13	0.0																	
Environmental Scientist 4 (E4)	81.60	0.0																	
Industry Specialist 4 (IS4)	86.00	0.0																	
Industry Specialist 3 (IS3)	68.16	0.0																	
Surveyor 4	86.00	0.0																	
Construction Services 5 (C5)	86.00	0.0																	
Construction Services 4 (C4)	68.97	0.0																	
Construction Services 3 (C3)	51.44	0.0																	
Construction Services 2 (C2)	39.19	0.0																	
Construction Services 1 (C1)	36.35	0.0																	
Technician 3 (T3)	44.90	0.0																	
Technician 1 (T1)	21.38	0.0																	
Administrative 3 (A3)	55.92	0.0																	
Administrative 2 (A2)	34.07	12.0	0.37%	0.13	12	0.38%	0.13												
TOTALS		3248.0	100%	\$63.50	3128.0	100.00%	\$63.22	120.0	100%	\$70.58	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency City of Geneva	County Will	Section Number 19-00117-00-PV
Prime Consultant (Firm) Name TranSystems	Prepared By Anshu Balekai	Date 6/22/2023
Consultant / Subconsultant Name Interra, Inc.	Job Number C-91-065-21	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	135.09%
START DATE	4/1/2024		COMPLEXITY FACTOR	
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	3/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	1/1/2024	-3	-25.00%
1	1/2/2024	1/1/2025	12	102.00%
2	1/2/2025	4/1/2025	3	26.01%

The total escalation = 3.01%

Local Public Agency

City of Geneva 441

County

Will

Section Number

19-00117-00-PV

Consultant / Subconsultant Name

Interra, Inc.

Job Number

C-91-065-21

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	30	\$65.00	\$1,950.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)	50	\$27.00	\$1,350.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	11573	\$1.00	\$11,573.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$14,873.00

Local Public Agency

City of Geneva

County

Will

Section Number

19-00117-00-PV

Consultant / Subconsultant Name

Interra, Inc.

Job Number

C-91-065-21

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

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Materials Inspection & Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Staff Engineer	33.99	32.0	8.42%	2.86	32.00	8.42%	2.86												
Sr. Materials Technician	53.98	240.0	63.16%	34.09	240.00	63.16%	34.09												
QA Manager	54.60	24.0	6.32%	3.45	24.00	6.32%	3.45												
Sr. Administrative Assistan	29.87	10.0	2.63%	0.79	10.00	2.63%	0.79												
Principal Engineer	86.00	40.0	10.53%	9.05	40.00	10.53%	9.05												
Pick-Up Technician	35.10	34.0	8.95%	3.14	34.00	8.95%	3.14												
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		380.0	100%	\$53.38	380.0	100.00%	\$53.38	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Breakdown of Direct Costs

Kautz Road Widening & Reconstruction, City of Geneva

Section: 19-00117-00-PV

Item	No.	Rate	Cost
Vehicle Days	30	\$ 65.00	\$ 1,950.00
Overtime Costs	50	\$ 27.00	\$ 1,350.00
Cylinders (4" x 8")	15	\$ 25.00	\$ 375.00
Air Voids	8	\$ 570.00	\$ 4,560.00
Extraction & Washed Gradation	8	\$ 325.00	\$ 2,600.00
HMA Cores	12	\$ 85.00	\$ 1,020.00
Tack Coat	4	\$ 52.00	\$ 208.00
Standard Proctor	2	\$ 270.00	\$ 540.00
Atterberg Limits	2	\$ 135.00	\$ 270.00
Grain Size with Hydrometer	2	\$ 245.00	\$ 490.00
Organic Content	2	\$ 160.00	\$ 320.00
Gradation (Wash)	2	\$ 220.00	\$ 440.00
Gauge Rental	15	\$ 50.00	\$ 750.00
		TOTAL	\$ 14,873.00