



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Intergovernmental Agreement for Construction of Kautz Road		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	April 1, 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: \$608,292	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>Resolution 2024-05 authorized a Joint Funding Agreement with the State of Illinois for the construction of Kautz Road Reconstruction Project from Longest Drive to Swenson Avenue. This is a joint project between Geneva and St. Charles, with Geneva acting as the lead agency. An Intergovernmental Agreement (IGA) governing the project has been prepared and is attached. This IGA has been reviewed and approved by both agencies' staff and legal counsel.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • IGA 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>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.</i></p>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
<p>Approve Resolution Authorizing Execution of an Intergovernmental Agreement with the city of St. Charles for the Construction and Reconstruction of Kautz Road.</p>			

RESOLUTION NO. 2024-38

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GENEVA AND THE CITY OF ST. CHARLES
FOR CONSTRUCTION AND RECONSTRUCTION OF KAUTZ ROAD**

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 an Intergovernmental Agreement with St. Charles for the Construction and Reconstruction of Kautz Road from Longest Drive and Swenson Drive, 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 1st day of April, 2024.

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

Approved by me this 1st day of April, 2024.

Mayor

ATTEST:

City Clerk

**City of St. Charles, Illinois
Resolution No. 2024-56**

**A Resolution Authorizing an Intergovernmental Agreement with the City
of Geneva for the Reconstruction of Kautz Road**

**Presented & Passed by the
City Council on April 15, 2024**

WHEREAS, the City of St. Charles and City of Geneva have partnered together to construct Kautz Road and improvements will take place between Longest Drive to the south and Swenson Avenue to the north;

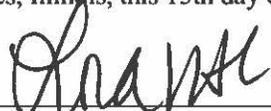
WHEREAS, the Intergovernmental Agreement will cover specifics regarding the funding split and project responsibilities;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to authorize an Intergovernmental Agreement with the City of Geneva for the Reconstruction of Kautz Road.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 15th day of April, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this 15th day of April, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this 15th day of April, 2024



Lora Vitek, Mayor

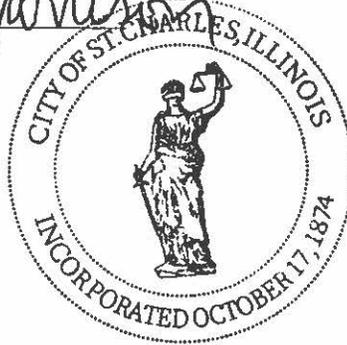
ATTEST:



City Clerk

COUNCIL VOTE:

Ayes: 9
Nays: 0
Absent: 1
Abstain: 0



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GENEVA AND THE CITY OF ST. CHARLES
FOR CONSTRUCTION AND RECONSTRUCTION OF KAUTZ ROAD FROM ITS
INTERSECTION WITH LONGEST DRIVE (WEST CHICAGO) TO SWENSON
AVENUE (ST. CHARLES)**

This Agreement entered into this ____ day of _____, 2024 by and between the City of Geneva, a municipal corporation of the State of Illinois (hereinafter "GENEVA"), and the City of St. Charles, a municipal corporation of the State of Illinois (hereinafter "ST. CHARLES"). GENEVA and ST. CHARLES are sometimes hereinafter collectively referred to as the "PARTIES".

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes ST. CHARLES and GENEVA to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, GENEVA and ST. CHARLES are "units of local government," as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

WHEREAS, GENEVA and ST. CHARLES would like to improve the roadway, pedestrian path and drainage on Kautz Road between its intersections with Longest Drive and Swenson Avenue, which will include all necessary roadway improvements, sidewalks, drainage, stabilization, tree removal, tree planting and restoration, and all work required therefor (hereinafter the "Project"); and

WHEREAS, GENEVA has maintenance jurisdiction of Kautz Road from its intersection with Longest Drive to the GENEVA/ST. CHARLES Township boundary line and ST. CHARLES has jurisdiction of Kautz Road for the remaining distance to Commerce Drive; and

WHEREAS, GENEVA and ST. CHARLES acknowledge the Project as contemplated will be of immediate benefit to the citizens of the City of GENEVA and City of ST. CHARLES and will facilitate the safe and efficient movement of traffic, pedestrians, and provide for the safety of the public and shall be permanent in nature.

NOW, THEREFORE, in consideration of the above preambles and the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is agreed to by the parties hereto, GENEVA and ST. CHARLES covenant, agree and bind themselves as follows, to wit:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.
2. The PARTIES acknowledge and agree that GENEVA shall act as the lead agency for construction ("Construction") for the Project, as further defined in the Agreement. GENEVA shall be responsible for entering into the contracts for the Project ("Contracts"), in compliance with the applicable procurement requirements, and for managing the contractors ("Contractors"). All Construction will be in conformance with the Project plans and specifications, which have been mutually agreed upon by GENEVA and the ST. CHARLES. It is understood that ST. CHARLES, which is the non-lead agency for the Project, will not be a party to any construction contract and will have no control nor financial obligations to any Contractors.
3. ST. CHARLES, as the non-lead agency for the Project and Construction, shall have the prior opportunity to review, provide input, and approve all engineering plans, specifications, Construction Contracts, and change orders that pertain to the Project. GENEVA shall provide copies of any engineering plans, specifications and Contracts to ST. CHARLES and ST. CHARLES shall review such plans, specifications and Contracts within seven days of its receipt of same. If ST. CHARLES fails to review such plans, specifications or Contracts within this seven day time frame or provide input to GENEVA in writing, such plans, specifications, or contracts shall be deemed accepted by ST. CHARLES.
4. GENEVA shall require all contractors, consultants, and engineers to name ST. CHARLES, its individual Council members, agents, officers and employees, as additional insureds on all insurance policies, except the worker's compensation policy and any professional liability policy.
5. GENEVA shall administer the Project in the best interest of both PARTIES and consult with, and keep advised employees and officials of ST. CHARLES regarding the progress of the Project. Notwithstanding, ST. CHARLES may have a representative on-site, as appropriate, given the stage of the work during the Construction of the Project. GENEVA shall not execute any change orders relating to the Project without ST. CHARLES' prior written consent.
6. The PARTIES hereto acknowledge and agree that the estimated cost of the Project (i) construction is six million three hundred fifty thousand dollars (\$6,350,000.00) (hereinafter referred to as the "Construction Costs") (see Exhibit "A") and (ii) engineering for the Project shall be as provided below (hereinafter referred to as the "Construction Engineering") (see Exhibit "B"). The PARTIES further acknowledge and agree that the total cost of the Construction and Construction Engineering may be greater or less than cost estimated herein. GENEVA and ST. CHARLES agree that the appropriate share of the cost of the Construction and Construction Engineering shall be paid by the PARTIES as set forth herein below.

- a. The PARTIES expect to receive \$4,972,647 from Illinois Transportation Enhancement Program (ITEP), Truck Access Route Program (TARP) and Kane/Kendall Council of Mayors Surface Transportation Program (KKCOM STP) sources or 78% of anticipated Project Construction Costs.
 - b. GENEVA agrees to pay \$936,600, or 15% of the remaining PROJECT Construction Costs. GENEVA agrees to pay the TranSystems Engineering (hereinafter referred to as the "Consultant") directly \$413,639 or 68% of the cost associated for Construction Engineering.
 - c. ST. CHARLES agrees to pay \$440,753, or 7% of the remaining PROJECT Construction Costs. ST. CHARLES agrees to pay the Consultant directly \$194,653 or 32% of the cost associated for Construction Engineering.
7. GENEVA agrees to pay the Construction Costs upon receipt of an invoice(s), sworn Contractors' statements, and supporting lien waivers as applicable. GENEVA shall provide copies of the pay applications and supporting documents to ST. CHARLES for its approval prior to making any payments to the Contractor; such approval shall not be unreasonably withheld by ST. CHARLES. GENEVA shall subsequently bill ST. CHARLES within thirty days of receipt of the GENEVA'S invoice(s) for ST. CHARLES' proportionate share of the Construction Costs as those costs are paid by GENEVA.
8. ST. CHARLES agrees to reimburse GENEVA within forty-five days of receipt of GENEVA'S invoice(s) for ST. CHARLES' applicable portion of the Construction Costs. In the event ST. CHARLES has an objection to any portion of the invoice, it shall notify GENEVA, in writing, of its objection within ten days of receipt of the invoice and the parties shall make a good faith effort to resolve the objection promptly.
9. This Agreement shall only be effective upon approval by the respective legislative bodies of GENEVA and ST. CHARLES.
10. The failure of any party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement, or condition contained herein shall not in any manner be construed as waiver of any right to enforce any term, covenant, agreement, or condition herein contained.
11. This Agreement shall inure to the benefit of the parties hereto successors and assigns.
12. This Agreement represents the entire agreement between the PARTIES. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of both PARTIES.
13. In the event that any provisions of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

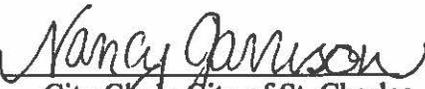
14. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the PARTIES shall be Kane County, Illinois.

Dated at St. Charles, Illinois this 15th day of April, 2024.

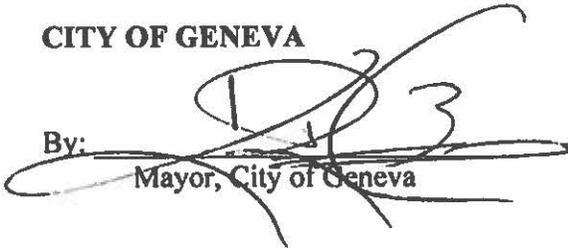
~~CITY OF ST. CHARLES~~

By: 
Mayor, City of St. Charles

ATTEST:

By: 
City Clerk, City of St. Charles

CITY OF GENEVA

By: 
Mayor, City of Geneva

ATTEST:

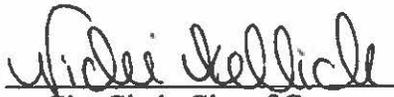
By: 
City Clerk, City of Geneva

EXHIBIT "A"
CONSTRUCTION COSTS

EXHIBIT A

**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.

EXHIBIT "B"
CONSTRUCTION ENGINEERING



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT CE Agreement Type: Original

LOCAL PUBLIC AGENCY

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

SECTION PROVISIONS

Local Street/Road Name: Kautz Road Key Route: 9-2286 Length: 1.56 mi Structure Number: N/A Location Termini: Swenson Avenue to Longest Drive 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 [x] Other Rebuild Illinois Bond Funds Anticipated Construction Funding: [x] Federal [] MFT/TBP [x] State [x] Other Rebuild Illinois Bond Funds

AGREEMENT FOR

[x] Phase III - Construction Engineering

CONSULTANT

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

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant (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

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:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. 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 any 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 at 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

By (Signature & Date)

By (Signature & Date)

Local Public Agency

Local Public Agency Type

Title

Clerk

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

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.

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Geneva	TranSystems	Kane	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 11/2/203
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)	\$48.52	\$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)	\$68.82	\$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
 Consultant / Subconsultant Name
 TranSystems

County
 Kane

Section Number
 19-00117-00-PV
 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/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (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 BW 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 (C)	86.00	0.0																	
Construction Services 4 (C)	68.97	0.0																	
Construction Services 3 (C)	51.44	0.0																	
Construction Services 2 (C)	39.19	0.0																	
Construction Services 1 (C)	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



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

Local Public Agency City of Geneva	County Kane	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%

Local Public Agency

City of Geneva

County

Kane

Section Number

19-00117-00-PV

Consultant / Subconsultant Name

Interra, Inc.

Job Number

C-91-085-21

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/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (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

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