

**AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HAMPTON, LENZINI, AND RENWICK, INC. FOR BRIDGE CONSTRUCTION ENGINEERING PROFESSIONAL SERVICES FOR THE COMPLETE REPLACEMENT OF THE N. FIRST STREET BRIDGE AND THE LUCINDA AVENUE BRIDGE IN AN AMOUNT NOT TO EXCEED \$558,845.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, the City Engineer recommends retaining Hampton, Lenzini, and Renwick, Inc. to perform bridge construction engineering services for the replacement of the N. First Street Bridge and the Lucinda Avenue Bridge in an amount not to exceed \$558,845 pursuant to the terms of the agreement attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

**WHEREAS**, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this resolution are adopted and incorporated herein as Section One to this Resolution.

**SECTION 2:** The City's corporate authorities approve, authorize, and direct the City Manager or City Engineer to execute the Agreement attached hereto and incorporated herein as Exhibit A, and further direct the City Manager or City Engineer to perform such acts which may be necessary to effect the Agreement.

**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the City's corporate authorities' intent that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12<sup>th</sup> day of September 2022 and approved by me as Mayor on the same day. Passed by a 6-0-2 roll call vote. Aye: Morris, Smith, McAdams, Verbic, Faivre, Barnes. Nay: None. Absent: Larson, Perkins.



  
COHEN BARNES, Mayor

ATTEST:  
  
Ruth A. Scott, Executive Assistant



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 22, 2023

Ms. Ruth Scott  
City Clerk  
164 E. Lincoln Hwy.  
DeKalb, Illinois 60115

Subject: City: DeKalb  
Section: 18-00193-00-BR  
Project: RUS8(742)  
Job: C-93-014-22  
Construction Engineering Agreement  
Consultant: Hampton, Lenzini and Renwick, Inc.  
\$544,188.00 (corrected amount) (Federal Amount \$237,000)

Dear Ms. Scott:

The department approved the subject agreement on May 5, 2022.  
A copy is enclosed. The city may authorize the consultant to proceed with the engineering work.

The corrected amount is based on the following:

Proposed overhead is reduced by \$14,657 due to limiting rate to 169.18% for FYE 12/31/2022.

Please contact Debbie Jarvis (Debbie.Jarvis@illinois.gov) if you have any questions.

Sincerely,

A handwritten signature in black ink, reading "Gregory S. Lupton".

Gregory S. Lupton, P.E.  
Local Project Implementation Engineer

Enclosure

cc: Cohen Barnes, Mayor  
Masood Ahmad Region 2 Attn: Steve Chery - District 3  
Attn: Project Control  
Hampton, Lenzini and Renwick, Inc.



Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency <b>DeKalb</b>	County <b>DeKalb</b>	Section Number <b>18-00193-00-BR</b>	Job Number <b>C-93-014-22</b>
Project Number <b>RUS8(742)</b>	Contact Name <b>Zachary Gill, PE</b>	Phone Number <b>(815) 748-2331</b>	Email <b>Zachary.Gill@cityofdekalb.com</b>

SECTION PROVISIONS

Local Street/Road Name <b>Lucinda Avenue</b>	Key Route <b>FAU 5336</b>	Length <b>0.02</b>	Structure Number <b>019-6002</b>
Location Termini <b>Bridge over the Kishwaukee River</b>			<b>Add Location</b> <b>Remove Location</b>

SECTION PROVISIONS

Local Street/Road Name <b>North First Street</b>	Key Route <b>FAU 5352</b>	Length <b>0.01</b>	Structure Number <b>019-6000</b>
Location Termini <b>Bridge over the Kishwaukee River</b>			<b>Add Location</b> <b>Remove Location</b>

Project Description  
**Replacement of the existing bridge structures and improvement to the Kishwaukee River Bike Trail below the N. First Street Bridge.**

Engineering Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **RBI**  
Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **RBI**

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name <b>Hampton, Lenzini and Renwick, Inc</b>	Contact Name <b>Ryan Livingston, PE</b>	Phone Number <b>(847) 697-6700</b>	Email <b>rlivingston@hlreng.com</b>
Address <b>380 Shepard Drive</b>	City <b>Elgin</b>	State <b>IL</b>	Zip Code <b>60123</b>

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

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

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

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

#### AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514 )
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

#### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
  - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
  - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

#### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
  - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
  - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

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

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

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

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

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

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

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

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

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

(a) Publishing a statement:

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

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

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

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hampton, Lenzini and Renwick, Inc	36-2555986	\$535,748.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering	80-0450719	\$23,097.00
Subconsultant Total		\$23,097.00
Prime Consultant Total		\$535,748.00
Total for all work		\$558,845.00

# AGREEMENT SIGNATURES

Attest: The City of DeKalb

By (Signature & Date)  


Local Public Agency  
DeKalb

Local Public Agency Type  
City Executive Assistant

By (Signature & Date)  
 9-13-22

Title  
City Manager

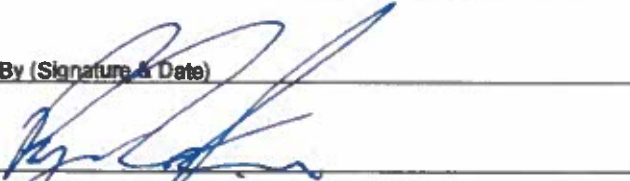
(SEAL)



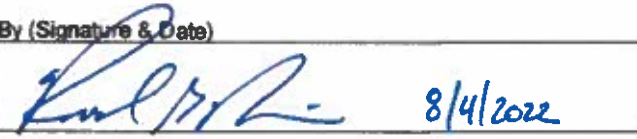
Executed by the ENGINEER:

Prime Consultant (Firm) Name  
Hampton, Lenzini and Renwick, Inc

Attest:

By (Signature & Date)  


Title  
Vice President

By (Signature & Date)  
 8/4/2022

Title  
Corporate Secretary

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DeKalb	Hampton, Lenzini and Renwick,	DeKalb	18-00193-00-BR

### 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

#### PHASE III Construction ENGINEERING

HLR will provide Construction Engineering services for the project to ensure that items in the contract are being constructed in accordance with the plans and bid documents. Since the construction schedule is solely outside of HLR's control, timeframe represented in this agreement are based on the best available information. At this time, HLR estimates that from the beginning of construction to completion will be 160 days not including weekends and holidays. For purposes in this agreement Full Time considered to be no more than 40 hours per week. Based on the level of on-site construction engineering desired by the Client, increases to the duration of construction will constitute additional work. HLR will notify the Client when the contractor is behind schedule since this could cause the need for additional work, not anticipated by the agreement. Final project close-out including punchlists, documentation, agreement to final quantities and final acceptance of the improvements is assumed to require no more than 25 days. If the contractor is still not in agreement after this effort has been made HLR will close-out the project and provide final documentation to the Client. Additional efforts requested by the Client to come to an agreement with the contractor may constitute additional work.

Based on anticipated construction activities and the anticipated contractor schedule, HLR will provide the following personnel:

- o Resident Engineer/Technician – Full Time
- o Inspectors – Full Time
- o Inspectors – Part Time

The following items are included in the construction engineering scope of services:

#### Pre-Construction Services

HLR will provide the following pre-construction services in order to be ready for the start of construction activities:

- IDOT Preconstruction Meeting: HLR will attend the IDOT led Preconstruction Meeting.
- Public Relations: HLR will be present on-site during construction, as dictated by the contract, and will coordinate with local residents and business throughout the project. In addition, HLR will provide the following additional public relations measures:
  - Social Media information for Clients feed including text and visuals
  - Project Setup: We will organize all project files and perform submittal, and catalog cut/shop drawing review. Our geotechnical sub-consultant will review and comment on the contractor-submitted Quality Control Plans for Asphalt and Concrete production.

#### Construction Services

- Verify Construction Layout: HLR will provide line/grade assistance and confirm layout for the work. This will also include extensive on-site coordination regarding accessible ramp design and layout.
- Resident Engineer: HLR will provide full-time, on-site resident engineering and inspection services to verify that the improvements are constructed, recorded, and quantified in accordance with the IDOT Project Procedures Guide, IDOT Construction Manual, project standards, Client requirements, engineering plans, and construction documents. This will include rejection and non-payment of any work that is deficient, liaison functions, and coordination with all stakeholders. Resident engineering will be provided as detailed in public relations section above.
- Documentation: Daily records of contractor activities in the desired Municipal format, Inspector Daily Reports, Weekly Reports, and Pay Estimates will be maintained throughout the duration of construction. Prior Authorization forms will be submitted to the Client for any/all work that is encountered that requires budget changes. In addition, BC-635 Extra Work Daily Report forms will be utilized to track any work that does not have an Agreed Unit Price. All documentation will be prepared by staff that is trained in IDOT's Documentation of

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DeKalb	Hampton, Lenzini and Renwick,	DeKalb	18-00193-00-BR

**Contract Quantities (Class S-14).**

- **Progress Meetings/Status Updates:** HLR will conduct progress meetings to discuss project status and look-ahead schedules. Updates and minutes will be sent to the Village weekly. If it is determined that the contractor has deviated from the approved project schedule, they will be directed to resubmit a catch-up schedule to ensure that the project completion date is not compromised.
- **Material Tracking / Yield Checks:** HLR will schedule and coordinate with our geotechnical sub-consultant to provide testing concrete and asphalt in accordance with IDOT policies. We will perform yield checks on all materials. HLR will not recommend payment for material that has not been properly inspected and/or does not meet yield check requirements.
- **Traffic Control and Site Cleanliness Monitoring:** HLR will monitor all traffic control and signage for roadway and sidewalk closures. We will monitor area routes to ensure traffic control is effectively maintained through and around all active work zones without conflict. In addition, we will perform daily checks that include inspection of site cleanliness to ensure that construction dust is kept in check, all debris is removed from driving surfaces, and removed sidewalks and roadways are ramped with temporary aggregate or asphalt depending on the estimated time until they can be replaced.

**Post-Construction Services**

- **Final Inspection:** HLR will present regular punch lists to the contractor with items requiring correction, in addition to a final punch list at the end of the improvements. After correction, we will perform the final inspection with the contractor and Client. Recommendation of final acceptance will occur only after all deficient items have been fixed.
- **As-Built Drawings:** HLR will prepare hand drawn final as-built drawings that have change. The as-built plans will not include survey of critical elevations and pipe inverts.
- **Final Quantities:** HLR will provide measured quantities with the contractor on a regular basis and at the conclusion of the project.
- **Project Closeout:** Our team will submit final pay estimates and change orders. In addition, we will assemble, organize, and turn in all project files, records, quantities, etc. per Clients requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DeKalb	Hampton, Lenzini and Renwick,	DeKalb	18-00193-00-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Preconstruction Meeting - September 2022 Construction Begins - February 2023 Construction End - October 2023
--

Local Public Agency <b>DeKalb</b>	Prime Consultant (Firm) Name <b>Hampton, Lenzini and Renwick,</b>	County <b>DeKalb</b>	Section Number <b>18-00193-00-BR</b>
--------------------------------------	--	-------------------------	---

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

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

☐ Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal **04/11/22**

Method(s) used for advertisement and dates of advertisement

Published on City Website

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

Project Criteria	Weighting
Technical Approach	
Firm Experience	
Specialized Expertise	
Staff Capabilities	
Past Performance	

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

Selection committee (titles) for this project

City Engineer, Director-Utilities & Transportation, Director - Streets & Facilities

Top three consultants ranked for this project in order

- 1 **Hampton, Lenzini and Renwick, Inc.**
- 2 **GSG Consultants, Inc.**
- 3 **Thomas Engineering Group, LLC**

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

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DeKalb	Hampton, Lenzini and Renwick,	DeKalb	18-00193-00-BR
16 LPA is a home rule community (Exempt from QBS).			<input checked="checked" type="checkbox"/> <input type="checkbox"/>



EXHIBIT E  
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET  
FIXED RAISE

<b>Local Public Agency</b> City of DeKalb	<b>County</b> DeKalb	<b>Section Number</b> 18-00193-00-BR
<b>Consultant (Firm) Name</b> Hampton, Lenzini & Renwick, Inc.	<b>Prepared By</b> Ryan Livingston	<b>Date</b> 7/1/2022

**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	13	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	177.69%
<b>START DATE</b>	9/1/2022		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2023		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	9/30/2023			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	9/1/2022	1/1/2023	4	30.77%
1	1/2/2023	10/1/2023	9	70.62%

---

The total escalation = 1.38%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of DeKalb	DeKalb	18-00193-00-BR

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>1.38%</b>

## PAYROLL RATES

### Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Engineer 1	\$32.33	\$32.78
Engineer 2	\$37.94	\$38.47
Engineer 3	\$46.41	\$47.05
Engineer 4	\$51.26	\$51.97
Engineer 5	\$57.29	\$58.08
Engineer 6	\$68.22	\$69.16
Environmental 1	\$21.49	\$21.79
Environmental 2	\$31.33	\$31.76
Environmental 3	\$49.40	\$50.08
Intern	\$18.00	\$18.25
Land Acquisition	\$50.27	\$50.97
Principal	\$82.16	\$78.00
Structural 1	\$57.55	\$58.35
Structural 2	\$74.36	\$75.39
Survey 1	\$26.26	\$26.62
Survey 2	\$46.80	\$47.45
Technician 1	\$26.09	\$26.45
Technician 2	\$34.32	\$34.80
Technician 3	\$47.67	\$48.33
Administrative 1	\$26.62	\$26.99
Administrative 2	\$49.23	\$49.91

City of DeKalb

DeKalb

18-00193-00-BR

## Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

City of DeKalb

DeKalb

18-00193-00-BR

Local Public Agency

County

Section Number

City of DeKalb

DeKalb

18-00193-00-BR

## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Preconstruction			Construction			Post Construction			Project Administration					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 1	32.78	2,200.0	55.81%	18.29	80	46.51%	15.25	1920	59.26%	19.42	200	46.30%	15.17						
Engineer 2	38.47	0.0																	
Engineer 3	47.05	0.0																	
Engineer 4	51.97	0.0																	
Engineer 5	58.08	1,560.0	39.57%	22.99	80	46.51%	27.02	1280	39.51%	22.95	200	46.30%	26.89						
Engineer 6	69.16	110.0	2.79%	1.93	12	6.98%	4.83							98	100.00%	69.16			
Environmental 1	21.79	0.0																	
Environmental 2	31.76	0.0																	
Environmental 3	50.08	0.0																	
Intern	18.25	0.0																	
Land Acquisition	50.97	0.0																	
Principal	78.00	0.0																	
Structural 1	58.35	0.0																	
Structural 2	75.39	0.0																	
Survey 1	26.62	72.0	1.83%	0.49				40	1.23%	0.33	32	7.41%	1.97						
Survey 2	47.45	0.0																	
Technician 1	26.45	0.0																	
Technician 2	34.80	0.0																	
Technician 3	48.33	0.0																	
Administrative 1	26.99	0.0																	
Administrative 2	49.91	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		3942.0	100%	\$43.69	172.0	100.00%	\$47.09	3240.0	100%	\$42.70	432.0	100%	\$44.04	98.0	100%	\$69.16	0.0	0%	\$0.00



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

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
DeKalb County - Lucinda & N First Ave Bridges	DeKalb	18-00193-00-BR
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Hampton, Lenzini, & Renwick, Inc	Michelle Lipinski	7/15/2022
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Rubino Engineering, Inc.	C-93-014-22	

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  
START DATE 9/1/2022  
RAISE DATE 3/1/2023  
END DATE 8/31/2023

OVERHEAD RATE 169.03%  
COMPLEXITY FACTOR 0.035  
% OF RAISE 2.00%

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	9/1/2022	3/1/2023	6	50.00%
1	3/2/2023	9/1/2023	6	51.00%

County

Section Number

DeKalb County - Lucinda & N First Ave B DeKalb

18-00193-00-BR

**Consultant / Subconsultant Name****Job Number**

**Rubino Engineering, Inc.**

**C-93-014-22**

## PAYROLL RATES

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

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>1.00%</b>

[illegible]

**Local Public Agency**

DeKalb County - Lucinda &amp; N First Ave Bridge

**County**

DeKalb

**Section Number**

18-00183-00-BR

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

C-83-014-22

**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	27	\$65.00	\$1,755.00
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/Mytars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mytars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Compression Test of PCC Cylinders	Lab	150	\$18.00	\$2,700.00
Asphalt Lab, BSG, MSG, LOI	Lab	1	\$404.25	\$404.25
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$4,869.25</b>

DeKalb County - Lucinda &amp; N First Ave Bridges

**Rubino Engineering, Inc.**

DeKalb

18-00193-00-BR

**C-93-014-22**

## COST ESTIMATE WORKSHEET

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**OVERHEAD RATE** 169.03%

**COMPLEXITY FACTOR** 0.035

[illegible]

16,059

Printed 7/15/2022 10:24 PM

Page 4 of 5

BLR 05514 (Rev. 05/27/22)

COST EST

**Local Public Agency**

DeKalb County - Lucinda &amp; N First Ave Bridges

**County**

DeKalb

**Section Number**

18-00193-00-BR

**Consultant / Subconsultant Name**

Rubino Engineering, Inc.

**Job Number**

C-93-014-22

**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			Material Testing QA														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	42.34	118.0	84.89%	35.94	118	84.89%	35.94												
Project Manager / Engineer	45.71	17.0	12.23%	5.59	17	12.23%	5.59												
Staff Engineer / Geologist /	32.56	0.0																	
Laboratory Staff	26.26	0.0																	
Principal	70.70	2.0	1.44%	1.02	2	1.44%	1.02												
Driller	58.78	0.0																	
Administrative	27.44	2.0	1.44%	0.39	2	1.44%	0.39												
		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																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		139.0	100%	\$42.95	139.0	100.00%	\$42.95	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00