

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: May 7, 2024 (COW) (B of T) **Date:** May 16, 2024

TITLE: St. Charles Road Resurfacing Project
Resolution for Expenditure Authorization

SUBMITTED BY: Michael Barbier, PE, Civil Engineer II *MB*

BACKGROUND/POLICY IMPLICATIONS:

Federally funded CIP project that includes resurfacing of St. Charles Road from IL-53 to Grace Street. This is the IDOT required resolution to allocate funds for the Village’s matching portion of the contracted work.

FISCAL IMPACT/FUNDING SOURCE:

Total Amount: \$1,357,500.00 (Construction Eng. & Construction Cost local share)
Project Number: ST-25-01 St. Charles Road Resurfacing
Account: Motor Fuel Tax Fund: 420.730.730.75410

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



May 7, 2024

TO: Village President and Board of Trustees
THROUGH: Carl Goldsmith, Director of Public Works *CG*
FROM: Mike Barbier, Civil Engineer II *MB*
SUBJECT: **St. Charles Road Resurfacing Resolution for Expenditure Authorization**

Background

The St. Charles Road Resurfacing Project is included within the current Capital Improvement Program. The project will provide new surface pavement for St. Charles Road from Illinois Route 53 to Grace Street. The Village secured federal funding for this project through the DuPage Mayors and Managers Conference. This project will be constructed in the Fall of 2024.

The initial construction project estimate was \$1,980,000 and the Village was awarded funds based on a 60% Federal share & 40% Village share (\$1,205,000 Federal funds, \$775,000 Village funds). The most updated engineering cost estimate for the project is \$2,372,250. As the Federal funding amount cannot increase unless authorized by our sub regional council, the Village's share for the project is currently \$1,357,500.

The Village will try to secure an additional \$332,250 of federal funding from the DuPage Mayors and Managers Conference in June of 2024. This would enable the Village to keep the funding ratio of 60% Federal share & 40% Village share up to the revised project cost estimate.

As this project uses federal funding, a resolution authorizing a match of \$1,357,500 or as much is required by the Illinois Department of Transportation (IDOT). This resolution is part of a federal funding IDOT project agreement. Within this resolution, the Director of Public Works is given authorization to sign the federal funding agreement documents.

Please present documents to the President and Board of Trustees for their review at their regular meeting of May 16, 2024. If approved, please return five (5) original signed copies of the resolution and IDOT local agency agreements to Public Works-Engineering for further processing.

Resolution
R _____ - _____

ST. CHARLES ROAD RESURFACING (IL-53 TO GRACE STREET)
APPROVING THE EXPENDITURE OF FUNDS

WHEREAS, the Village of Lombard is resurfacing St. Charles Road from ILLINOIS ROUTE 53 to Grace that is approximately 1.40 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires an AGREEMENT and local funding match.

NOW, THEREFORE, BE IT RESOLVED by the Village of Lombard Board that the Village of Lombard authorized one million three hundred fifty-seven thousand five hundred and zero cents, (\$1,357,500.00) or as much as may be needed to match federal funds in the completion of Section Number 22-00163-00-RS.

BE IT FURTHER RESOLVED that the Director of Public Works be and is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to the advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Clerk is hereby directed to provide five (5) copies of this resolution and the attached IDOT agreement forms to the Public Works Engineering Staff for processing with the Illinois Department of Transportation and one copy to the Village of Lombard.

Adopted this ____ day of _____, 2024.

Ayes:

Nays:

Absent:

Approved this ____ day of _____, 2024.

Keith T. Giagnorio
Village President

Attest:

Elizabeth Brezinski
Village Clerk



Local Public Agency Engineering Services Agreement

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

LOCAL PUBLIC AGENCY

Local Public Agency: Lombard County: DuPage Section Number: 22-00163-00-RS Job Number: C-91-193-22
Project Number: SJSS(141) Contact Name: Michael Barbier, PE, PTOE Phone Number: (630) 620-5762 Email: BarbierM@VillageofLombard.org

SECTION PROVISIONS

Local Street/Road Name: St. Charles Road Key Route: FAP 1377 Length: 1.40 mi Structure Number: NA
Location Termini: IL 53 to Grace St Add Location Remove Location

Project Description: The work consists of HMA surface removal, combination curb and gutter removal and replacement, Class "D" pavement patching, sidewalk removal, modification of existing traffic signals to add pedestrian signal heads and related equipment, removal of traffic signal equipment, adjustment of drainage and utility structure frames, placement of HMA surface and HMA binder courses, installation of brick paver crosswalks on PCC base, ADA improvements, removal and replacement of PCC driveway apron, pavement markings, seeding and landscape restoration, and all incidental and collateral work necessary to complete the project.

Engineering Funding: [X] Federal [] MFT/TBP [] State [X] Other STP-U / Local
Anticipated Construction Funding: [X] Federal [] MFT/TBP [] State [X] Other STP-U / Local

AGREEMENT FOR

[X] Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name: Christopher B. Burke Engineering Contact Name: Kevin Wilson, PE Phone Number: (847) 833-0274 Email: kwilson@cbbel.com
Address: 9575 W. Higgins Road, Suite 600 City: Rosemont State: IL Zip Code: 60618

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

In Responsible Charge
Contractor

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring 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
Christopher B. Burke Engineering	36-3468939	\$189,266.00
Subconsultants		
Testing Service Corporation	35-0937582	\$15,750.00
Subconsultant Total		\$15,750.00
Prime Consultant Total		\$189,266.00
Total for all work		\$205,016.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Local Public Agency

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lombard	Christopher B. Burke Engineering	DuPage	22-00163-00-RS

**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

Task I Preconstruction Services

Review of Existing Data: Resident Engineer and staff will review plans, specifications and contract documents.
Preconstruction Meeting: CBBEL staff will attend a pre-construction conference with the contractor, VILLAGE, IDOT, and other parties.

Task II Submittal Review

CBBEL staff will review shop drawings and submittals; this task includes check and approve, or reject and request resubmittal of, any submittals made by the Contractor for compliance with the contract documents.

As requested by the Village, the CBBEL Resident Engineer shall:

- Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Review the construction schedule submitted by the contractor for compliance with the contract.
- Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.

Shop Drawings and Contractor Submittals:

- Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
- Review Contractor's submittals for compliance with contract documents. Notify the Village of any deviations or substitutions. With the notification, provide the Village with a recommendation for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the VILLAGE when it is necessary to disapprove work as failing to conform to the Contract Documents.

Task III Construction Observation

This task assumes that the construction duration is 85 Working Days to complete construction on the St. Charles Road Improvements. The hours for this task were estimated to be 8 hours per day per Working Day.

CBBEL Construction staff shall observe the progress and quality of the executed work, determine if the work is proceeding in accordance with the Contract Documents. The ENGINEER shall keep the VILLAGE informed of the progress of the work, guard the VILLAGE against defects and deficiencies in the work, advise the VILLAGE of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.

CBBEL's Resident Engineer and/or Inspectors shall provide extensive on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer or Inspector, who shall:

- Serve as the VILLAGE'S liaison with the contractor working principally through the contractor's field superintendent.
- Be present whenever the contractor is performing work on-site, associated with the project.
- Cooperate with the contractor in dealing with the various local agencies having jurisdiction over the Project to complete service connections to public utilities and facilities.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as

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required. Maintain and circulate copies of records of the meetings.

- Review contractor's progress on a regularly scheduled basis (weekly or other appropriate interval) and update the progress schedule. Compare actual progress to the contractor's approved schedule.
- If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
- Perform weekly barricade checks. The inspection shall be made between sunset and sunrise. The Barricade Check Reports shall be completed and delivered to the Public Works Department. Notify the contractor of, and take appropriate steps to correct, any deficiencies noted.
- Maintain orderly files of correspondence, reports of job conferences, shop drawings, and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued after the award of the contract.
- Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the VILLAGE.
- Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the VILLAGE and prepare a final list of items to be corrected.
- Verify that all items on the final list have been corrected and make recommendations to the VILLAGE concerning project acceptance.
- Except upon written instructions of the VILLAGE, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Carry and utilize a cell phone during contractor's working hours (usually 7 a.m. to 6 p.m.).
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports. This documentation will be completed using the Construction and Materials Management System (CMMS).
- Prepare and submit all partial and final material documentation. This documentation will be completed using the MISTIC Entry Database.

Area Resident and Business Concerns: The Resident Engineer will be responsible for keeping the public aware of the construction activities, as required. This will include, but not limited to, notification of construction starting, detours and/or road closures, and access limitations. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. Our policy is to respond to all questions or concerns within one business day.

Task IV Construction Documentation

- Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
- Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
- Schedule any material testing through CBBEL's subconsultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
- Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
- Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.
- Complete all IDOT paperwork and procedures for federal funding requirements.
- Determine if the project has been completed in accordance with the contract document, and if the contractor

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has fulfilled all obligations.

- The ENGINEER shall comply with the VILLAGE Personal Protective Equipment (PPE) policy. The policy at minimum requires anyone on a construction site to wear a safety vest and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.
- The ENGINEER shall have the ability and expertise to be able to collect and provide GPS data for all VILLAGE-owned underground utilities and street lighting compatible with the VILLAGE's GIS and Cartograph asset management systems. The VILLAGE will provide a list of the required "data fields". (The hours for this work effort are not estimated in the CECS provided for this project and is unknown at the time of original submission).
- Satisfy any requirements for using STBGP funding. The Resident Engineer will be responsible for properly allocating STBGP and MFT items into the proper funding code so that the Village can be invoiced and/or reimbursed according to those budget allocations.

Task V Project Closeout

Prepare Punchlist: CBBEL staff will prepare and distribute the final punch list to all parties and verify when completed.

Final Documentation:

- Final documentation, IDOT audit, and project closeout with Village of Lombard and IDOT.
- Final mark-up of record drawings; the Resident Engineer shall:
 - o Maintain a set of Record Drawings on which all changes are noted. Deliver an electronic PDF 11" x 17" set of drawings as well as AutoCAD drawing file(s) on USB flash drive to the VILLAGE at the completion of the Project.
 - o Deliver a draft of the record drawings for the underground utilities within one month of the substantial completion of the construction of the underground utilities. This submittal shall include both the plans and the individual service location sheets.

Task VI Materials QA Testing

The Contractor will be required to provide the Quality Control (QC) Testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the subsequent Quality Assurance (QA) Testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures. Materials Testing will be performed by Testing Services Corporation (TSC).

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lombard	Christopher B. Burke Engineering	DuPage	22-00163-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

IDOT Letting: August 2, 2024
Preconstruction Services: Sept 2024
Construction Observation/Documentation: Sept 2024 - Nov 2025
Project Closeout: Nov 2025 - June 2026

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lombard	Christopher B. Burke Engineering	DuPage	22-00163-00-RS

**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

Method(s) used for advertisement and dates of advertisement

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

Project Criteria	Weighting
IDOT Prequal/Firm Overview/Content	20%
Consultant Evaluation Form	10%
Experience	35%
Staffing/Resumes/Organization Chart	35%

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

Top three consultants ranked for this project in order

1	
2	
3	

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"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Instructions for BLR 05530 - Page 1 of 3
Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Local Public Agency Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County Insert the name of the county in which the LPA is located.
Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number Insert the job number assigned for the project, if applicable.
Project Number Insert the project number assigned for this project, if applicable.
Contact Name Insert the name of the LPA contact for this project.
Phone Number Insert the phone for the LPA contact listed to the left without dashes.
Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name Insert the local street/road name.
Key Route Insert the key route of the street/road listed to the left, if applicable.
Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number Insert the existing structure number(s) for this project.
Location Termini Insert the beginning and ending termini as it pertains to this location for this project.
Add Location Use this button to add additional location.
Remove Location Use this button to remove a location added in error. Please note that at least one location is required.
Project Description Insert a description of the work to be accomplished by this project.
Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Local Public Agency Type

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title