



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal CE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency DuPage County	County DuPage	Section Number 18-00206-10-BR	Job Number C-91-312-19
Project Number T7SU(571)	Contact Name William C. Eidson, PE	Phone Number (630) 407-6900	Email william.eidson@dupagecounty.gov

SECTION PROVISIONS

Local Street/Road Name Geneva Road	Key Route FAU 1397 (CH 21)	Length 0.22 mi	Structure Number 022-3093
Location Termini over West Branch DuPage River			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

Project Description Geneva Road over West DuPage River bridge replacement
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Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Alfred Benesch & Company	Contact Name David Cuthbertson	Phone Number (773) 908-7546	Email dcuthbertson@benesch.com
Address 35 West Wacker Drive, Suite 3300	City Chicago	State IL	Zip Code 60601

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 )

☒ BC 775 and BC 776

☐ \_\_\_\_\_

☐ \_\_\_\_\_

### 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:

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 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
Alfred Benesch & Company	36-2407363	\$808,670.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Material Solutions Laboratory		\$54,651.00
Subconsultant Total		\$54,651.00
Prime Consultant Total		\$808,670.00
Total for all work		\$863,321.00

AGREEMENT SIGNATURES

Attest: The 

Local Public Agency Type  
County

 of 

Local Public Agency  
DuPage County

By (Signature & Date)

By (Signature & Date)

Local Public Agency  
DuPage County

Local Public Agency Type  
County

 Clerk

Title  
Chair, DuPage County Board

(SEAL)

Executed by the ENGINEER:

Attest: 

Prime Consultant (Firm) Name  
Alfred Benesch & Company

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-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

**PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION**

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

**CONSTRUCTION PHASE**

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.
11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
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cannot be resolved to the satisfaction of all parties in the field.

17. Schedule final inspection with Contractor and DuPage County

18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the municipality.

#### POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

#### STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR 05514.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

#### ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversight of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope of work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

**EXHIBIT B  
PROJECT SCHEDULE**

Anticipated IDOT letting 03/08/2024  
 Anticipated construction contract award 03/2024  
 Construction contract execution 03/2024  
 Anticipated pre-construction meeting 04/2024  
 Anticipated start of construction 05/2024  
 Anticipated completion date 11/2025

## Phase III (Construction Engineering) Scope of Services

Project Name: **Geneva Road Bridge Reconstruction**  
Section No.: **18-00206-10-BR**  
Project No.: **T7SU(571)**  
IDOT Contract No.: **61J30**

### PRE-CONSTRUCTION PHASE AND ADVANCED UTILITY COORDINATION

1. Review contract documents including plans, specifications and estimates provided by DuPage County.
2. Review and document existing site conditions prior to construction.
3. Review project permits.
4. Verify available survey data and existing control points. Perform preconstruction survey of existing conditions.
5. Attend utility coordination meetings and prepare meeting minutes.
6. Review utility relocation plans and spot check utility relocation field activities.
7. Develop material testing guidelines and procedures.
8. Review Illinois Department of Transportation (IDOT) construction checklists
9. Attend IDOT pre-construction meeting.
10. Coordinate and attend project kick-off meeting with DuPage County to discuss project commitments and County expectations.

### CONSTRUCTION PHASE

1. Provide construction observation to verify that the construction of the project is in substantial compliance with the approved contract documents.
2. Maintain a project diary and quantity book. It is anticipated that IDOT's CMMS construction management program will be used.
3. Prepare and distribute weekly progress reports.
4. Chair regular construction progress meetings on a schedule agreed upon by DuPage County, IDOT and the Contractor. Prepare and distribute meeting minutes.
5. Make regular inspections of traffic control and erosion control measures. Prepare and submit inspection reports in a timely manner and oversee any needed corrective action.
6. Advise DuPage County in a timely manner of any changes or conditions that impact the project schedule or budget.
7. Provide materials Quality Assurance inspections and verify that the Contractor's Quality Control activities are in accordance with the approved QC Plan for concrete and bituminous items.
8. Review other construction materials for compliance with the contract documents and make all necessary submittals to the IDOT Bureau of Materials.
9. Review and return comments or recommend approval of Contractor submittals.
10. Prepare and maintain project files in accordance with IDOT's Documentation of Contract Quantities procedures and Construction Inspector's Checklist for Contract Administration.

11. Make detailed field notes, measurements, surveys and calculations documenting Contractor field activities. All field documentation will be in accordance with IDOT's Documentation of Contract Quantities standards.
12. Evaluate and coordinate contract change orders with DuPage County. Prepare necessary change order documentation and process through IDOT.
13. Review contract quantities with the Contractor and prepare regular (at least monthly) progress pay estimates.
14. Verify Contractor layout stakes and perform surveys as needed throughout the project for preparation of record drawings.
15. Develop working punch list and provide copies to DuPage County and the Contractor. Oversee completion of punch list work.
16. Coordinate with property owners regarding impacts to adjacent properties during construction. Address resident questions and concerns. Immediately inform DuPage County of an issues regarding the public that cannot be resolved to the satisfaction of all parties in the field.
17. Schedule final inspection with Contractor and DuPage County
18. Coordinate traffic signal maintenance transfers and inspections with DuPage County, IDOT and the **municipality**.

#### POST CONSTRUCTION PHASE

1. Oversee punch list work
2. Finalize contract quantities and obtain agreement to quantities with the Contractor.
3. Prepare and submit final documentation to DuPage County and IDOT.
4. Prepare and submit a final pay estimate.
5. Provide cost share information in accordance with agreements
6. Prepare and submit record drawings to DuPage County.

#### STAFFING AND EQUIPMENT

Benesch will provide all necessary equipment and tools of the trade to fulfill the scope of work described herein including vehicles, cell phones, computers, survey equipment, measurement tools and person safety equipment. The following staff will be provided as detailed in the IDOT Construction Engineering Services Agreement, form BLR05611.

1. Project Manager
2. Resident Engineer
3. Construction Inspector
4. Surveyor
5. Materials Testing Technician

#### ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversight of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. Construction layout staking is not included in the scope of work. According to the contract, the Contractor will provide their own layout staking. Benesch will spot check Contractor layout to verify accuracy.
3. is not responsible for Contractor means, methods or schedules. However, Benesch will make recommendations to the Contractor and DuPage County for improving productivity and quality of the work where appropriate.
4. is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.



CONSTRUCTION ENGINEERING SERVICES  
DuPage County DOT - Geneva Road Bridge Reconstruction  
Section No. 18-00206-10-BR  
CH 21

Benesch

		Pre-Construction			Construction												Post Construction					
Position	Average Project										2024	2025										Total
	Hrly. Rate	14-Apr-24	12-May	9-Jun	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar-25	13-Apr-25	11-May	8-Jun	6-Jul	3-Aug	31-Aug	28-Sep	Manhours
Project Principle	\$78.00																					0
Senior Project Manager	\$77.57	5	5	8	8	8	8	7	6	6	6	5	5	5	5	5	2					94
Resident Project Manager II	\$66.63	10	160	160	180	180	180	180	160	160	160	160	160	100	100	100	30	30	30	14		2254
Construction Rep II	\$41.23			160	190	190	190	190	190	190	160	160	100									1720
Technical Manager - Structures	\$60.00	8	8	8	5	5	5	5	5	5						5						59
Senior Surveyor	\$60.10		5	5	5	5	5	5	5	5					5							45
Senior Party Chief	\$45.30	40	40	40	40	40	40	40	40	40					40							400
Vehicle Days		8	27	47	53	53	53	53	53	52	40	40	33	13	19	14	4	4	4	2	0	4572
Total Vehicle Days: 572																						

Material Solutions Laboratory

		Pre-Construction			Construction												Post Construction					
Position	Average Project								2023	2024												Total
	Hrly. Rate	14-Apr-24	12-May	9-Jun	7-Jul	4-Aug	1-Sep	29-Sep	27-Oct	24-Nov	22-Dec	19-Jan	16-Feb	16-Mar	13-Apr	11-May	8-Jun	6-Jul	3-Aug	31-Aug	28-Sep	Manhours
Project Executive	\$78.00																					0
Project Manager	\$64.08			5	5	5	5	5	5	5	5					5						45
Level II Technician	\$49.00			20	20	20	30	30	30	20	20					10						200
Level II Technician - Shop Fab	\$38.49		8		8																	16
Administrative Assistant II	\$17.13																					0
																						0
Vehicle Days		0	1	3	4	3	4	4	4	3	3	0	0	0	0	2	0	0	0	0	0	261
Total Vehicle Days:																						31

Totals		63	226	406	461	453	463	462	441	431	351	325	265	105	150	125	32	30	30	14	0	4833
Cumulative Totals		63	289	695	1156	1609	2072	2534	2975	3406	3757	4082	4347	4452	4602	4727	4759	4789	4819	4833	4833	

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR

**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 **09/15/22**

Method(s) used for advertisement and dates of advertisement

**DuPage County Website posted 09/01/22 to 09/15/22**

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 & Key Considerations	25%
Staffing Organization & Key Staff Capabilities	25%
Firm Experience with Similar Projects	20%
Experience Coordinating Projects with Multiple Agencies	20%
Strategies to Ensure Timely Completion	10%

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

**County Engineer, Assistant County Engineer, Senior Project Manager**

Top three consultants ranked for this project in order	
1	<b>Alfred Benesch</b>
2	<b>Stantec</b>
3	<b>Michael Baker</b>

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
DuPage County	Alfred Benesch & Company	DuPage	18-00206-10-BR
16	LPA is a home rule community (Exempt from QBS).		<input checked="checked" type="checkbox"/> <input type="checkbox"/>

**EXHIBIT C**

**DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing**

**CONSULTANT:** Alfred Benesch & Company

**PROJECT:** Geneva Road over the West Branch of DuPage River Bridge Reconstruction

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Project Principal	\$78.00	\$86.00	
Senior Project Manager	\$77.00	\$86.00	
Senior Resident Project Manager	\$75.00	\$86.00	
Resident Project Manager II	\$66.00	\$86.00	
Resident Project Manager I	\$57.00	\$86.00	
Construction Representative III	\$45.00	\$86.00	
Construction Representative II	\$41.00	\$86.00	
Construction Representative I	\$37.00	\$86.00	
Senior Surveyor	\$60.00	\$86.00	
Senior Party Chief	\$45.00	\$86.00	
Survey Assistant	\$26.00	\$86.00	
Construction Manager II	\$61.00	\$86.00	
Construction Manager I	\$51.00	\$86.00	
Project Engineer II	\$53.00	\$86.00	
Project Engineer I	\$43.00	\$86.00	
Intern	\$25.00	\$86.00	
Technical Manager I	\$58.00	\$86.00	
Technical Manager II	\$62.00	\$86.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

**Signature on File**

Signature

DAVID A. CUTHBERTSON  
Print Name

Date: 7/14/23

Approved By COUNTY:

**Signature on File**

Yifang Lu, Chief Highway Engineer

Date: 1/3/2024



EXHIBIT C

DUPAGE COUNTY DIVISION OF TRANSPORTATION  
Consultant Employee Rate Listing

CONSULTANT: Material Solutions Laboratory Corporation

PROJECT: Geneva Road Over West Branch DuPage River Bridge Replacement

Classification	Rate Range		Reason for Adjustment/Addition/Deletion
	Minimum	Maximum	
Senior Project Manager	\$70.00	\$85.00	
Material QA Technician	\$40.00	\$60.00	
Project Manager	\$35.00	\$45.00	
Pick-Up Technician	\$30.00	\$40.00	

Note: Maximum rate shall not exceed \$86.00 per hour.

Signature of Authorized Agent  
for CONSULTANT:

Signature on File

Signature

Date: 3/22/2023

Daniel Tiltges

Print Name

Approved By COUNTY:

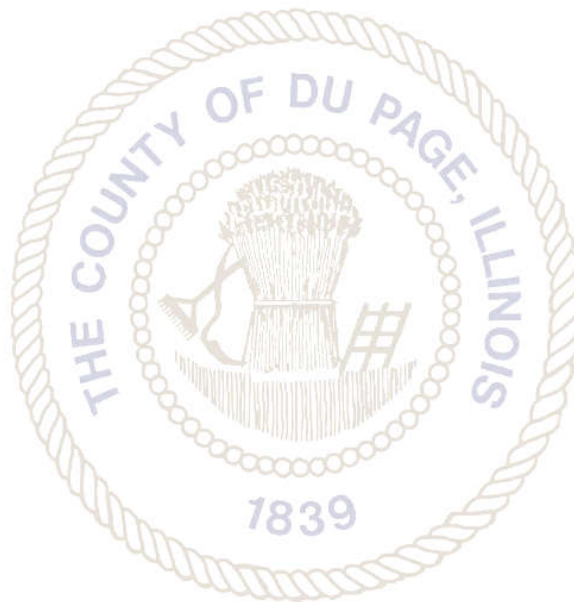
Signature on File

Yitang Lu, Chief Highway Engineer

Date: 1/3/2024

### Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification taking into account employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.



<b>Local Public Agency</b> Copunty of DuPage	<b>County</b> DuPage	<b>Section Number</b> 18-00206-10-BR
<b>Prime Consultant (Firm) Name</b> Alfred Benesch & Company	<b>Prepared By</b> David Cuthbertson	<b>Date</b> 3/30/2023
<b>Consultant / Subconsultant Name</b> Alfred Benesch & Company	<b>Job Number</b> C-91-312-19	

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

<b>CONTRACT TERM</b>	30	MONTHS		<b>OVERHEAD RATE</b>	166.09%
<b>START DATE</b>	4/1/2024			<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/15/2025			<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	9/30/2026				

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2024	1/15/2025	10	33.33%
1	1/16/2025	1/15/2026	12	40.80%
2	1/16/2026	9/15/2026	8	27.74%

---

The total escalation = 1.88%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Copunty of DuPage	DuPage	18-00206-10-BR
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Alfred Benesch & Company		C-91-312-19

## PAYROLL RATES

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>1.88%</b>

[illegible]



<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Copunty of DuPage	DuPage	18-00206-10-BR
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Alfred Benesch & Company		C-91-312-19

## SUBCONSULTANTS

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

NAME	Direct Labor Total	Contribution to Prime Consultant
Material Solutions Laboratory	13,055.00	1,305.50
Total	13,055.00	1,305.50

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

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	572	\$65.00	\$37,180.00
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)	25	\$13.00	\$325.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility 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
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$37,505.00



Alfred Benesch & Company  
35 West Wacker Drive, Suite 3300  
Chicago, IL 60601-1739  
[www.benesch.com](http://www.benesch.com)  
P 312-565-0450  
F 312-565-2497

March 30, 2023

Mr. William Eidson, P.E.  
Assistant County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, Illinois 60187

Subject: **Geneva Road Bridge Reconstruction – Overtime, Premium Portion**

Dear Mr. Eidson:

The 25 hours of overtime shown on form BDE 436 and on the CECS form BLR 5514 are estimated hours for work performed outside of the regular hours on a weekday or for anticipated work on the weekends. Overtime hours apply to the classification, Survey Assistant.

If you have any questions concerning this matter, you may contact me at (773) 908-7546.

Sincerely,

**Alfred Benesch & Company**

**Signature on File**

David A. Cuthbertson, P.E.  
Senior Project Manager, Vice President

Copunty of DuPage
-------------------

DuPage

18-00206-10-BR

Alfred Benesch & Company

**C-91-312-19**





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

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
County of DuPage	DuPage	18-00206-10-BR
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Alfred Benesch & Company	Mike Boyle	1/3/2024
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Material Solutions Laboratory Corp.	C-91-312-19	

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

**Remarks**

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**PAYROLL ESCALATION TABLE**

<b>CONTRACT TERM</b>	30	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	176.46%
<b>START DATE</b>	4/1/2024		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	ANNIVERSARY		<b>% OF RAISE</b>	2.00%

**ESCALATION PER YEAR**

**DETERMINE THE MID POINT OF THE AGREEMENT**

15

**CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT**

2.50%

The total escalation for this project would be:

2.50%

County

County of DuPage

DuPage

**18-00206-10-BR**

[illegible]**Job Number**

Material Solutions Laboratory Corp.

**C-91-312-19**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
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ESCALATION FACTOR	2.50%
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[illegible]



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 ANNIVERSARY RAISE

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	31	\$65.00	\$2,015.00
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)	8	\$25.92	\$207.36
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility 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
Lab Services - PCC Cylinder Breaks (Each)		64	\$27.00	\$1,728.00
Lab Services-PCC, see BDE 436 (Lump Sum)		1	\$8,030.00	\$8,030.00
Lab Services-SOIL, see BDE 436 (Lump Sum)		1	\$2,270.00	\$2,270.00
				\$0.00
TOTAL DIRECT COSTS:				\$14,250.36



Mr. David Cuthbertson  
Senior Project Manager/Vice President  
Alfred Benesch & Company  
35 W Wacker Dr #3300  
Chicago, IL 60601

RE: DuPage County Project - Geneva Road over West Branch of DuPage River (18-00206-10-BR) -  
Material Solutions Laboratory Corp. BDE 436 - Technician Overtime Pay

Dear Mr. Cuthbertson,

Per our agreement with Local 150, we are required to pay our union technicians overtime after 8 hours at 1.5 times their hourly rate. For the amount of overtime pay shown on the BDE 436 form, we estimated 4% of the total technician hours would be paid at this rate. This equates to 8 hours of overtime based on a total of 200 technician hours budgeted for this project.

Thank you for the opportunity to work with the Alfred Benesch & Company.

Thank You,

**Signature on File**

Daniel Tiltges  
President

County of DuPage

DuPage

18-00206-10-BR

Material Solutions Laboratory Corp.

**C-91-312-19**



**ADDENDA #1  
TO CONSTRUCTION ENGINEERING SERVICES AGREEMENT  
FOR FEDERAL PARTICIPATION**

**1.0 CONSULTANT'S INSURANCE**

1.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

1.1.a **Worker's Compensation Insurance** in the statutory amounts.

1.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

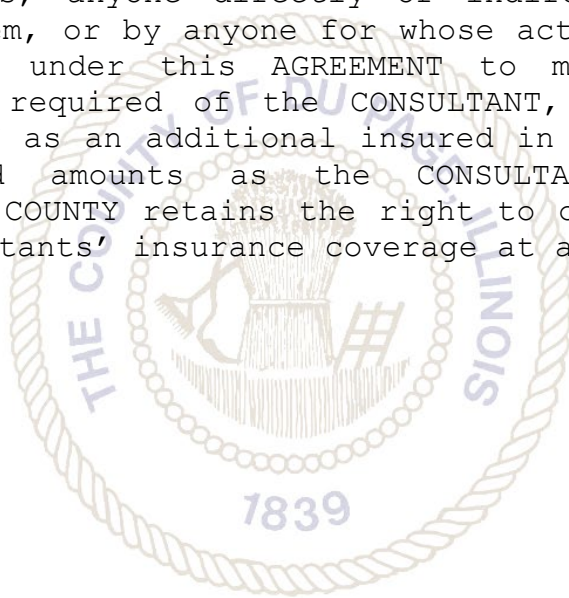
1.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

1.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 1.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 1.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 1.3 The coverage limits required under subparagraphs 1.1.c and 1.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 1.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the COUNTY except for

cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 1.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 1.0. The COUNTY retains the right to obtain evidence of sub-consultants' insurance coverage at any time.



**ADDENDA #2  
TO CONSTRUCTION ENGINEERING SERVICES  
AGREEMENT FOR FEDERAL PARTICIPATION**

If any provisions in this AGREEMENT conflict with this ADDENDA #2, the terms of this ADDENDA #2 shall control.

The ENGINEER acknowledges that this AGREEMENT includes federal participation and upon audit of this AGREEMENT by the STATE, the ENGINEER agrees to be bound by the STATE's audited maximum allowable amount, even if Notice to Proceed, has already been given, and the ENGINEER will not invoice the LA in excess of said amount.

All invoices to the LA shall include a remittance address. Each invoice shall be submitted on IDOT's Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the LA. Non-exempt employees are eligible for overtime compensation with proof of non-exempt status. Each invoice shall also include information referenced in paragraph 6. of BLR 05611 and a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The ENGINEER shall be required to submit a monthly progress report to the LA even if a monthly invoice is not submitted to the LA.