

RESOLUTION NO. 22-23

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT PERTAINING TO
1.82 MILES OF INDUSTRIAL DRIVE IN THE VILLAGE OF DUPO, ILLINOIS**

WHEREAS, the Village of Dupo, St. Clair County, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on October 17, 2022 at 7:00 p.m., before the Village Board of Dupo; and

WHEREAS, the Village of Dupo, Illinois ("Village") was previously awarded a Rebuild Illinois Public Infrastructure ("RIPI") grant by the Department of Commerce and Economic Opportunity ("DCEO") that will provide the gap funding for the Dupo Industrial Drive Improvement Project; and

WHEREAS, it has been several years since the engineer, Burns & McDonnell, produced the last design package for this project; and

WHEREAS, the project needs to be updated and Burns & McDonnell desires to update the PS&E design package and environmental updates pursuant to the scope of work contained in the Local Public Agency Engineering Services Agreement, attached hereto as **Exhibit "A"** and incorporated herein by reference, for the amount of \$89,280.00; and

WHEREAS, the Village has determined that it would be in the best interests of the Village, its citizens, and the economic development of the Village to have Burns & McDonnell update the Dupo Industrial Drive project pursuant to those terms and conditions contained in **Exhibit "A"**.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF DUPO, ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

Section One: The aforementioned recitals are hereby adopted as findings by the Village Board and incorporated herein.

Section Two: The Village Board of Trustees hereby approves the entering into the attached Local Public Agency Engineering Services Agreement (**Exhibit "A"**) with Burns & McDonnell pertaining to the Dupo Industrial Drive project, and hereby authorizes the Mayor on behalf of the Village to execute said document, and the Village Clerk to seal/attest if necessary, and the Board of Trustees further authorizes the Mayor, and the Clerk if necessary, to take all additional and necessary action (including but not limited to executing such additional

documents) on behalf of the Village to carry out the agreement in **Exhibit "A"** and the purposes of this Resolution.

Section Three: Each section, paragraph, sentence, clause and provision of this Resolution is severable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of the Resolution, nor any part thereof, other than that part affected by such decision.


Section Four: All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section Five: This Resolution shall be in full force and effect from and after its passage, approval, as provided by law.

PASSED this 17th day of October 2022 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

| <u>Trustees</u> | <u>Aye</u> | <u>Nay</u> | <u>Absent</u> | <u>Abstain</u> |
|-----------------|------------|------------|---------------|----------------|
| Joe Basinski | X | --- | --- | --- |
| Ron Dell | X | --- | --- | --- |
| Kerry Foster | X | --- | --- | --- |
| Dawn Keys | X | --- | --- | --- |
| Ken Phillips | X | --- | --- | --- |
| Tammy Taylor | X | --- | --- | --- |

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 17th day of October 2022.



Jerry Wilson, Mayor
Village of Dupo, Illinois

ATTEST:


MARK NADLER, VILLAGE CLERK

(SEAL)



EXHIBIT A

Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type: Number:

LOCAL PUBLIC AGENCY

| | | | |
|---------------------|---------------------|----------------|---------------------------|
| Local Public Agency | County | Section Number | Job Number |
| Dupo | St. Clair | 17-00021-00-PV | P-98-007-18 |
| Project Number | Contact Name | Phone Number | Email |
| | Mayor Jerald Wilson | (618) 286-3280 | jeraldw@villageofdupo.org |

SECTION PROVISIONS

| | | | |
|------------------------|-----------|------------|------------------|
| Local Street/Road Name | Key Route | Length | Structure Number |
| Dupo Industrial Drive | | 1.82 miles | |

Location Termini

Project on Dupo Industrial Drive begins just North of S Main St and ends just North of the I-255/IL Rte 3 Interchange just before Falling Springs Rd.

Project Description

Supplemental Phase II engineering services for improvements to Dupo Industrial Drive. Work includes hot-mix asphalt patching and resurfacing, shoulder widening, pipe culvert replacement, and entrance replacement.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

| | | | |
|----------------------------------|------------------|----------------|--------------------------|
| Prime Consultant (Firm) Name | Contact Name | Phone Number | Email |
| Burns & McDonnell Eng. Co., Inc. | Sarah Vanhooser | (636) 699-3295 | sevanhooser@burnsmcd.com |
| Address | City | State | Zip Code |
| 425 South Woods Mill Rd | Town and Country | MO | 63017 |

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 (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER'S professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER'S responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. 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 Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate
- Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the

LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract 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 projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. 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.

AGREEMENT SUMMARY

| Prime Consultant (Firm) Name | TIN/FEIN/SS Number | Agreement Amount |
|----------------------------------|--------------------|------------------|
| Burns & McDonnell Eng. Co., Inc. | 43-0956142 | \$89,280.00 |
| | | |
| Subconsultants | TIN/FEIN/SS Number | Agreement Amount |
| | | |
| Subconsultant Total | | |
| Prime Consultant Total | | \$89,280.00 |
| Total for all work | | \$89,280.00 |

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

| |
|--------------------------|
| Local Public Agency Type |
| Village |

 of

| |
|---------------------|
| Local Public Agency |
| Dupo |

By (Signature & Date)

| |
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|--|

By (Signature & Date)

| |
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Local Public Agency

| |
|------|
| Dupo |
|------|

 Local Public Agency Type

| |
|---------|
| Village |
|---------|

 Clerk

Title

| |
|-------|
| Mayor |
|-------|


(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

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|----------------------------------|
| Burns & McDonnell Eng. Co., Inc. |
|----------------------------------|


By (Signature & Date)

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Title

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| Breck R. Washam, PE, Senior Vice President |
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By (Signature & Date)

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Title

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|-------------------------------------|
| Thomas J. Zychinski, Vice President |
|-------------------------------------|

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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| |
|--|

Dupo

Burns & McDonnell Eng. Co., Inc.

St. Clair

17-00021-00-PV

**EXHIBIT A
SCOPE OF SERVICES**

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

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.

1. PS&E UPDATES

1.1. Review and update highway standards list on the plan cover based on Revision 226, effective 01/01/2023. Burns & McDonnell will review and update the standard plans list on the cover sheet. No additional standards are anticipated to be added outside of the additional temporary signal scope.

1.2. Review and update the Summary of Quantities based on IDOT 2023 Pay Items List

Burns & McDonnell will update the Summary of Quantities based on IDOT current pay item names. Some pay items could be potentially added or removed if any pay items have been separated into distinct pay items or consolidated into one since the last submittal.

1.3. Review and update Estimate of Cost Based on IDOT 2023 Pay Items List and More Recent Unit Prices

Burns & McDonnell will update the Estimate of Cost with any additional pay items and update unit prices to develop an up-to-date Estimate.

1.4. Review and update sheets and special provisions based on IDOT 2023 forms and documents online

Burns & McDonnell will review and update all sheet labels, callouts, and notes to reflect the latest pay items. Special provisions will be reviewed and updated to meet current IDOT standards.

1.5. Review and update Contract Documents Based on IDOT Current Forms Online

Burns & McDonnell will review and update the required BLR and BDE contract forms.

1.6. Temporary Traffic Signal Additional Scope

Burns & McDonnell will explore the possibility of revising temporary traffic control plans, specifications, quantities, standards list, and estimate of cost to replace flaggers along Dupo Industrial Drive and the private entrances with temporary traffic signals in Stages 2 and 3.

1.7. Incorporate Addendum #1 and #2 in the contract documents

Burns & McDonnell will incorporate previously submitted addendums into the contract documents to provide one complete package for bidding.

1.8. Address IDOT District Final PS&E Submittal Comments

Burns & McDonnell will address final PS&E comments for the resubmittal from IDOT. This proposal assumes that IDOT will not request changes to the previously approved design.

1.9. Prepare PDF files and other electronic file deliverables

Burns & McDonnell will compile and send final PDF files and electronic design files to the Village of Dupo and IDOT. Two submittals taking 12 hours each were assumed for this scope.

1.10. Print Hard copies of plans, specs, estimates and contract documents

Burns & McDonnell will compile and send final printed copies of the plans, specs, cost estimates, and contract documents to the Village of Dupo and IDOT. Two submittals taking 12 hours each were assumed for this scope. Upon IDOT approval of the Final PS&Es, Burns & McDonnell will print, or have a printing company print, six (6) sets of plans and contract documents and have them delivered to Dupo Village Hall for bidding. It is our understanding that the Village will distribute documents to bidders and maintain the bidders list.

1.11. Print plans and prepare letters to 8 utility companies

Burns & McDonnell will provide services including printing a full plan sets and providing a letter for each agency and utility owner. No separate utility plans or meetings are included in this scope.

1.12. Prepare and send bid advertisement to SIBA; attend bid opening

Burns & McDonnell will prepare and send the bid advertisement to SIBA and attend the bid opening. Preparation of bid tabs and letter of recommendation to award, and construction phase engineering services are not included. It is our understanding that the Village is contracting with another firm for these services.

1.13. Meetings with IDOT

Burns & McDonnell will schedule in-person and virtual meetings and coordinate with IDOT. Coordination items

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|----------------------------------|-----------|----------------|
| Dupo | Burns & McDonnell Eng. Co., Inc. | St. Clair | 17-00021-00-PV |

include submitting PS&E plans for review and coordinating grant requirements. 8-2 hour meetings are scoped.

1.14. Meetings with Village of Dupo

Burns & McDonnell will schedule in-person and virtual meetings and coordinate with the Village of Dupo. Meetings are anticipated for plan review, grant requirements, and other coordination items. 8-2 hour meetings are scoped.

1.15. Quality Control

Burns & McDonnell will perform QA/QC reviews of the plans, specifications and estimates prior to submittal.

1.16. Project Management

Burns & McDonnell will perform workload scheduling, coordination with the client and project team, invoice preparation, and records documentation.

2. ENVIRONMENTAL DOCUMENTS – IDOT and DCEO

2.1. Wetlands Compliance Updates

Burns & McDonnell previously completed the Wetland Impact Evaluation (WIE) Form and submitted to IDOT on March 26, 2018. IDOT then reviewed the NWI and completed the WIE on November 14, 2018. Burns & McDonnell will update the WIE and resubmit to IDOT for them to complete and obtain clearance.

2.2. Threatened and Endangered Species/Natural Areas Compliance Updates

Burns & McDonnell previously worked with IDOT to determine through an Information for Planning and Consulting (IPaC) that endangered species would not be harmed and that no historic properties are affected. Burns & McDonnell will work with IDOT on necessary updates to obtain these clearances again. Burns & McDonnell will provide documentation to the Village of Dupo for coordination with other project grants.

2.3. Special Waste Screening Updates

Burns & McDonnell and the Illinois State Geological Survey (ISGS) are updating the local and State Preliminary Environmental Site Assessments (PESA) for the special waste reviews. If new information is discovered during the update process, Preliminary Site Investigations and/or other services may be necessary. Burns & McDonnell will incorporate the IDOT provided Special Wastes memo, special provision, and pay items into the contract documents. Since no earthwork design changes are anticipated, Burns & McDonnell is not scoping any work to update earthwork volumes or grading limits by parcel for the PESA report.

2.4. IEPA Form

Burns & McDonnell will assist SIMAPC with completing the IEPA form which determines if any permitting is required by the IEPA. The IEPA form is a requirement of the DCEO Rebuild Illinois Public Infrastructure grant. In 2018, the project was cleared by the IEPA and required no additional documentation. Burns & McDonnell anticipates the project will be cleared again and is therefore only including scope for the initial IEPA form.

2.5. USACE Wetlands Permit

Burns & McDonnell will assist SIMAPC with completing the Engineering aspects of the USACE Wetlands Permit. Burns & McDonnell will utilize information required for other Wetlands permitting and information from 2018 to complete this permit. 4 hours have been scoped to complete the permit. No additional investigation or studies are included in this scope.

2.6. Meetings with Village of Dupo

Burns & McDonnell will schedule meetings and coordinate with the Village of Dupo. Meetings are anticipated for plan review, grant requirements, and other coordination items. Burns & McDonnell will provide any materials created as part of Burns & McDonnell scope to the Village of Dupo for the environmental requirements for the DCEO Rebuild Illinois Public Infrastructure grant that is also being used for this project.

2.7. Quality Control

Burns & McDonnell will perform QA/QC reviews of the environmental documents prior to submitting.

3. PERMIT UPDATES

3.1. Permit Update- Follow up with Agency: ILR10

Burns & McDonnell previously coordinated with IDOT to meet the requirements of the General NPDES Permit No. ILR10 for Storm Water Discharges from Construction Site Activities. Burns & McDonnell will provide necessary documents to obtain ILR10 permit clearance again.

3.2. Permit Update- Follow up with Agency: Section 404 Nationwide Permit

Burns & McDonnell previously coordinated with IDOT to meet the requirements of the EPA 404 Nationwide

| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
|---------------------|----------------------------------|-----------|----------------|
| Dupo | Burns & McDonnell Eng. Co., Inc. | St. Clair | 17-00021-00-PV |

Permit. Burns & McDonnell will provide previously created documents to IDOT and include any updates for the contractor's SWPPP in the contract documents.

This proposal is based on the following assumptions and exclusions:

1. Existing conditions (e.g. edges of pavement, driveways, fences, signs, utility facilities, etc) will be as shown in the 2019 plan set. Additional topo surveys are not anticipated, however can be performed under a contract amendment upon request of the Village.
2. The resurfacing thickness and limits of pavement removal and Class D pavement patching will be as shown in the 2019 plan set based on pavement conditions in 2018. Additional site visit(s) and evaluation of existing pavement conditions are not included, however can be performed under a contract amendment upon request of the Village.
3. The triple-barrel corrugated steel arch pipes located at station 161+00 will be replaced in kind as shown in the 2019 plan set.
4. A copy of the revised plans will be provided to each utility company listed in the plans. Although not anticipated, there is potential for utility companies to request additional coordination and/or request new/revised utility information be addressed in the plans. If required, these services can be provided under a supplemental agreement upon Village approval.
5. Although not anticipated, there is potential for IDOT to request additional design changes beyond the scope of these services. Additional design changes can be addressed if required under a supplemental agreement.
6. This scope of services includes updating and reapplying for previously completed environmental permitting. Additional environmental requirements can be addressed if required under a supplemental agreement.
7. This scope of services includes reviewing and updating previous plans, JSP's, and environmental permitting for the IDOT grants. Grant administration for IDOT and DCEO grants is not included, nor is any work required for the DCEO grant, however these services can be performed under a contract amendment upon request of the Village.
8. This scope of services includes preparation of the bid advertisement, coordination with SIBA and attendance at the bid opening. Preparation of bid tabs and letter of recommendation to award, and construction phase engineering services are not included. It is our understanding that the Village is contracting with another firm for these services.

The following deliverables and submittals are anticipated:

1. One half-size set of the revised plans will be provided to each of the 8 utility companies (Dupo gas, Dupo sewer, Dupo water, Columbia water, Sugar Loaf Twp sewer, Harrisonville Telephone, Charter Communications, and Ameren).
2. 100% Final plans, contract documents, special provisions, estimate of cost and estimate of time will be submitted for Village and IDOT review. Two submittals are anticipated. One half-size hard copy will be delivered to the Village and three half-size copies will be delivered to IDOT for each submittal.
3. Electronic files for the 100% Final plans, contract documents, special provisions, estimate of cost and estimate of time will be submitted to IDOT.

| | | | |
|---------------------|----------------------------------|-----------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Dupo | Burns & McDonnell Eng. Co., Inc. | St. Clair | 17-00021-00-PV |

**EXHIBIT B
PROJECT SCHEDULE**

| Activity | Start Date | End Date |
|--|-------------------|-----------------|
| Supplemental Agreement, EDP/TARP Grants, DCEO Grant, and Joint Agreement | | |
| 1 IDOT Issue EDP/TARP Grant Funding Award Letter | | 10/14/2022 |
| 2 IDOT Prepare Draft Joint Agreement between Village and IDOT | 10/14/2022 | 11/11/2022 |
| 3 Village Review Draft Joint Agreement | 11/11/2022 | 12/2/2022 |
| 4 IDOT Finalize Joint Agreement | 12/2/2022 | 12/30/2022 |
| 5 IDOT Review BMcD Agreement | 10/13/2022 | 11/10/2022 |
| 6 Village and IDOT Execute Joint Agreement | 12/30/2022 | 1/13/2023 |
| 7 BMcD Submit SA for Phase II Engineering to Village | | 10/13/2022 |
| 8 Village Execute the Supplemental Agreement for Phase II Engineering | 10/13/2022 | 10/28/2022 |
| 9 Village Issue Authorization to Proceed with Design Phase Services | | 10/28/2022 |
| Design Phase/Preparation of Plans and Permits | | |
| 10 BMcD Submit Revised Final PS&E | 10/28/2022 | 12/30/2022 |
| 11 Village/BMcD Submit Permit Application Updates | 12/30/2022 | 1/27/2023 |
| 12 District Provide Comments on Final PS&E | 12/30/2022 | 1/27/2023 |
| 13 DCEO Grant Manager Submit ERR and create the grant agreement in the system <i>(By Others)</i> | | 12/1/2022 |
| 14 Village/BMcD receive notice permits are updated | 1/27/2023 | 3/10/2023 |
| 15 Village/BMcD Submit Final Documents to IDOT District Office | 3/10/2023 | 3/24/2023 |
| 16 IDOT District office authorize for bids | 3/24/2023 | 4/7/2023 |
| 17 Village approved project advertisement at council meeting | 4/17/2023 | 4/21/2023 |
| 18 Village/BMcD advertise for bids | 5/3/2023 | 5/17/2023 |
| 19 Bid opening at Village Hall | | 5/24/2023 |
| Construction | | |
| 20 Utility Relocations <i>(By Others)</i> | 4/17/2023 | 6/16/2023 |
| 21 Phase III Engineer Prepare Bid Tabs | 5/24/2023 | 5/31/2023 |
| 22 Village Approve Project Award at council meeting and award contract | 6/5/2023 | 6/12/2023 |
| 23 Begin Construction <i>(By Others)</i> | 7/10/2023 | |

NOTES:

Schedule is contingent on authorizations and timing of reviews and agency responses.

| | | | |
|---------------------|----------------------------------|-----------|----------------|
| Local Public Agency | Prime Consultant (Firm) Name | County | Section Number |
| Dupo | Burns & McDonnell Eng. Co., Inc. | St. Clair | 17-00021-00-PV |

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

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

Form Not Applicable (engineering services less than the threshold)

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

| | | No | Yes |
|--|--|--------------------------|-------------------------------------|
| 1 | Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Was the scope of services for this project clearly defined? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Was public notice given for this project? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Do the written QBS policies and procedures cover conflicts of interest? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7 | Do the written QBS policies and procedures discuss the methods of evaluation? | <input type="checkbox"/> | <input type="checkbox"/> |
| Project Criteria | | Weighting | |
| 8 | Do the written QBS policies and procedures discuss the method of selection? | <input type="checkbox"/> | <input type="checkbox"/> |
| Selection committee (titles) for this project | | | |
| | | | |
| Top three consultants ranked for this project in order | | | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 9 | Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10 | Were negotiations for this project performed in accordance with federal requirements. | <input type="checkbox"/> | <input type="checkbox"/> |
| 11 | Were acceptable costs for this project verified? | <input type="checkbox"/> | <input type="checkbox"/> |
| 12 | Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? | <input type="checkbox"/> | <input type="checkbox"/> |
| 13 | Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? | <input type="checkbox"/> | <input type="checkbox"/> |
| 14 | QBS according to State requirements used? | <input type="checkbox"/> | <input type="checkbox"/> |
| 15 | Existing relationship used in lieu of QBS process? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16 | LPA is a home rule community (Exempt from QBS). | <input type="checkbox"/> | <input type="checkbox"/> |



| | | |
|---|---------------------------------------|---|
| Local Public Agency Village of Dupo | County St. Clair | Section Number 17-00021-00-PV |
| Prime Consultant (Firm) Name Burns & McDonnell | Prepared By Sarah Vanhooser | Date 9/6/2022 |
| Consultant / Subconsultant Name Burns & McDonnell | Job Number | |

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

Remarks

Dupo Industrial Drive Supplemental Agreement to update plans and permits.

PAYROLL ESCALATION TABLE

| | |
|-----------------------------------|---------------------------------|
| CONTRACT TERM 24 MONTHS | OVERHEAD RATE 222.65% |
| START DATE 10/15/2022 | COMPLEXITY FACTOR 0 |
| RAISE DATE 12/30/2022 | % OF RAISE 2.00% |
| END DATE 10/14/2024 | |

ESCALATION PER YEAR

| Year | First Date | Last Date | Months | % of Contract |
|------|------------|------------|--------|---------------|
| 0 | 10/15/2022 | 12/30/2022 | 3 | 12.50% |
| 1 | 12/31/2022 | 12/30/2023 | 12 | 51.00% |
| 2 | 12/31/2023 | 9/29/2024 | 9 | 39.02% |

The total escalation = 2.52%

Local Public Agency

Village of Dupon

County

St. Clair

Section Number

17-00021-00-PV

Consultant / Subconsultant Name

Burns & McDonnell

Job Number

DIRECT COSTS WORKSHEET

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

| ITEM | ALLOWABLE | QUANTITY | CONTRACT RATE | TOTAL |
|---|---|----------|---------------|-----------------|
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost (Up to state rate maximum) | | | \$0.00 |
| Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual Cost | | | \$0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | \$0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | 270 | \$0.58 | \$156.60 |
| Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | 5 | \$65.00 | \$325.00 |
| Vehicle Rental | Actual Cost (Up to \$55/day) | | | \$0.00 |
| Tolls | Actual Cost | | | \$0.00 |
| Parking | Actual Cost | | | \$0.00 |
| Overtime | Premium portion (Submit supporting documentation) | | | \$0.00 |
| Shift Differential | Actual Cost (Based on firm's policy) | | | \$0.00 |
| Overnight Delivery/Postage/Courier Service | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Copies of Deliverables/Mylars (In-house) | Actual Cost (Submit supporting documentation) | 1000 | \$0.10 | \$100.00 |
| Copies of Deliverables/Mylars (Outside) | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Project Specific Insurance | Actual Cost | | | \$0.00 |
| Monuments (Permanent) | Actual Cost | | | \$0.00 |
| Photo Processing | Actual Cost | | | \$0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual Cost | | | \$0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual Cost | | | \$0.00 |
| CADD | Actual Cost (Max \$15/hour) | | | \$0.00 |
| Web Site | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Advertisements | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Facility Rental | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual Cost (Submit supporting documentation) | | | \$0.00 |
| Recording Fees | Actual Cost | | | \$0.00 |
| Transcriptions (specific to project) | Actual Cost | | | \$0.00 |
| Courthouse Fees | Actual Cost | | | \$0.00 |
| Storm Sewer Cleaning and Televising | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Traffic Control and Protection | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Aerial Photography and Mapping | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Utility Exploratory Trenching | Actual Cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 |
| Testing of Soil Samples | Actual Cost | | | \$0.00 |
| Lab Services | Actual Cost (Provide breakdown of each cost) | | | \$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 |
| | | | | \$0.00 |
| TOTAL DIRECT COSTS: | | | | \$581.60 |

Local Public Agency

Village of Dupont

County

St. Clair

Section Number

17-00021-00-PV

Consultant / Subconsultant Name

Burns & McDonnell

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **222.65%**

COMPLEXITY FACTOR **0**

| TASK | STAFF HOURS | PAYROLL | OVERHEAD & FRINGE BENEFITS | DIRECT COSTS | FIXED FEE | SERVICES BY OTHERS | TOTAL | % OF GRANT TOTAL |
|---|-------------|---------------|----------------------------|--------------|--------------|--------------------|---------------|------------------|
| PS&E Updates | 364 | 21,496 | 47,862 | \$581.60 | 7,094 | | 77,034 | 86.28% |
| Environmental Documents - IDOT and DCEO | 42 | 2,781 | 6,192 | | 918 | | 9,891 | 11.08% |
| Permit Updates | 10 | 662 | 1,474 | | 219 | | 2,355 | 2.64% |
| Subconsultant DL | | | | | 0 | | - | |
| TOTALS | 416 | 24,939 | 55,528 | 582 | 8,231 | - | 89,280 | 100.00% |

80,467

