



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Aurora	Kane	23-00358-00-TL	
Project Number	Contact Name	Phone Number	Email
	Timothy Weidner	(630) 256-3202	weidnert@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Indian Trail FAU 1503, MUN 1157, FAU 1509	1503,1157,1509	2.82	N/A
Location Termini			<input type="button" value="Add Location"/>
Ohio Street to Pennsbury Lane			<input type="button" value="Remove Location"/>

Project Description

The project scope includes traffic signal modernization including safety improvements such as flashing yellow arrows and high visibility backplates at five (5) intersections. Also included are resurfacing a portion of the corridor and ADA improvements to the five intersections and select locations along the corridor.

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
Kimley-Horn & Assoc., Inc.	Adam Kucharski	(630) 247-2161	adam.kucharski@kimley-horn.com
Address	City	State	Zip Code
4201 Winfield Road, Suite 600	Warrenville	IL	60555

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
Kimley-Horn & Assoc., Inc.	56-0885615	\$241,463.00
Subconsultants		
Huff & Huff Inc. (GZA)	36-3044842	\$28,878.00
Santacruz Associates, Ltd.	36-3851733	\$19,200.00
Subconsultant Total		\$48,078.00
Prime Consultant Total		\$241,463.00
Total for all work		\$289,541.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency
By (Signature & Date) By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Kimley-Horn & Assoc., Inc.	Kane	23-00358-00-TL

**EXHIBIT A
SCOPE OF SERVICES**

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

See attached.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Kimley-Horn & Assoc., Inc.	Kane	23-00358-00-TL

**EXHIBIT B
PROJECT SCHEDULE**

See attached.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Kimley-Horn & Assoc., Inc.	Kane	23-00358-00-TL

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

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

Project Criteria	Weighting
Consultant Experience	30%
Staff Capabilities	20%
Technical Approach	30%
Schedule	20%

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

Top three consultants ranked for this project in order

1	Kimley-Horn & Assoc., Inc.
2	Stanley Consultants, Inc.
3	HR Green, Inc.

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

Exhibit A – Scope of Services

Phase II – Scope of Services

The project involves Indian Trail Road from Ohio Street to Pennsbury Lane located in the City of Aurora, Kane and DuPage Counties, Illinois. The City will be the lead agency for the study. The purpose of the project is to implement traffic signal modernization and safety improvements identified in the Local Surface Transportation Program (STP-L) funding received by the City. The intersections included in the project are as follows:

1. Indian Trail and Ohio Street
2. Indian Trail and Felten Road
3. Indian Trail and Stonebridge Boulevard (W)
4. Indian Trail and Stonebridge Boulevard (E)
5. Indian Trail and Pennsbury Lane

Indian Trail and each of the cross streets listed above are under City jurisdiction. The intersections of Indian Trail and Farnsworth Avenue (included in separate project) and Eola Road (DuPage County jurisdiction) are specifically excluded from this project. The project will be processed through Illinois Department of Transportation (IDOT) Bureau of Local Roads & Streets (BLR&S). The project will be designed according to 3R criteria and will be designed using Bentley Microstation software.

In addition to the traffic signal modernization described above, the project will also include two segments of asphalt resurfacing. These locations are described as follows:

1. Indian Trail, from Trask Street to Farnsworth Avenue ($\pm 2,200$ feet)
2. Indian Trail, from Eola Road to 300 feet east of Pennsbury Lane ($\pm 1,200$ feet)

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this scope of services for Phase I Engineering to the City of Aurora (“City”). Based on our understanding of the project, the Consultant team has developed the following Scope of Services to guide the City of Aurora through this project:

Task 1 – Data Collection

The task will include project initiation and setup along with one (1) field visit to review existing site conditions and conduct a field review of the plans.

The topographic survey was completed in Phase I and is not included in the Phase II scope.

Land acquisition services will be completed by Santacruz Associates, Ltd., dba Santacruz Land Acquisitions limited to negotiations. See attached Santacruz Associates scope for additional information. The City of Aurora will prepare waiver valuations. Plat of Highway, Legal Descriptions, and Title Commitments were completed in Phase I. Consultant will coordinate and confirm documents with the proposed design.

Utility information was obtained in Phase I and was included in the preliminary plans. The Consultant will continue utility coordination in Phase II by requesting current atlases from all utilities within the project limits, coordinate with each utility to identify conflicts, and review necessary design changes or coordinate utility relocations as needed.

Phase II – Scope of Services

Task 2 – Environmental Studies

The task will be led by GZA (formally Huff & Huff) and include a Preliminary Site Investigation (PSI) based on the PESA completed in Phase I. The task will also include Clean Construction or Demolition Debris (CCDD) evaluation and documentation. See attached GZA scope.

Task 3 – Contract Documents

The contract documents will be prepared in three stages as follows for a state letting.

- Preliminary – 60% (Plans only, City submittal only)
- Prefinal – 90%
- Initial Final – 99% (included as needed per anticipated IDOT comments)
- Final – 100%

A. Plan preparation

The plans will be prepared according to the IDOT BLR&S and City Standards. A summary of anticipated sheets is as follows including effort required to respond to up to two rounds of IDOT comments:

<u>Sheet Title</u>	<u># of sheets</u>
Cover Sheet	1
General Notes	1
Summary of Quantities	6
Typical Sections	3
Alignment and Ties	1
Removal Sheets	6
Resurfacing Plans	3
Intersection Local Ramp Details	16
Pavement Marking and Signing	6
Traffic Control Plan	1
Landscape & Erosion Control Plan	6
Lighting Plan	5
Lighting Schematic	1
Traffic Signal Plan	
Signal Installation Plan	5
Cable Plan	5
Temporary Signal Plan	0
Temporary Cable Plan	0
Standard Details	8
Interconnect Plan	8
Interconnect Schematic	1
<u>IDOT Standards</u>	<u>16</u>
Total Sheets	99

Phase II – Scope of Services

B. Cost Estimate

Construction Estimate of Cost will be prepared using form BLR 11510 using current bid tabs for projects of similar size. A cost breakdown of lump-sum items and a breakdown for municipal participation on relevant items will be prepared.

C. Specifications

Specifications for project specific items will be prepared. Additional special provisions provided by the City will be included.

D. Estimate of Time

The Estimate of Time will be prepared using form BDE 220A.

Task 4 – Phase III Assistance

The following items are included in this task:

- Up to 10 RFI reviews and responses
- Shop drawing review
- Attend 1 preconstruction meeting

Task 5 – Meetings and Coordination

The following items are included in this task:

- The Consultant team will meet with City staff and IDOT to initiate the project at a kick-off meeting to discuss project goals, design criteria, and project schedule.
- Five (5) coordination meetings with the City will be held to discuss project design and review plan comments.
- One meeting will be attended with ComEd to discuss and confirm power source for traffic signals and street lighting.
- Coordinate tasks with subconsultants
- Coordinate submittal of contract documents with IDOT

The project does not include stakeholder or public meetings.

Task 6 – Project Management

The Consultant team will perform project management and administration, including staff and resource scheduling, progress monitoring, monthly invoices, and progress reports. As part of the design development process, the Consultant will hold internal coordination meetings with all pertinent team members on an as needed basis. These meetings are necessary to ensure the project budget and schedule stay on track. Discussions at the meetings will include the following topics: individual task progress, critical and open issues, coordination between pertinent disciplines, early identification of issues that could negatively affect project schedules and/or budgets, and issues related to deliverable dates.

Phase II – Scope of Services

Task 7 – QA/QC

It is the Consultant's policy that all deliverables be checked and reviewed under our QC Program to ensure a timely and accurate submittal of deliverables. This process includes review of documents by qualified and experienced personnel.

At the completion of the project, the Consultant will provide the following to the City:

- CADD files
- Shape files
- Other project data

Exclusions

The following items are not included in this scope of services for Phase II Engineering. These items can be added later as additional services with a contract amendment if desired by the City.

- Geotechnical investigations

**Indian Trail Signal Modernization
Phase 2 Plans**

Sheet Title	# of sheets	Hours / sheet	Total Hours	Scale	Comment
Cover Sheet	1	8	8	NTS	
General Notes	1	16	16	NTS	
Summary of Quantities	6	8	48	NTS	
Typical Sections	3	10	30	1:10	
Alignment and Ties	1	8	8	NTS	
Removal Sheets	6	8	48	1:20	Resurf. (2) + Int. (4):Ohio, Felton, Stonebridge E & W
Resurfacing Plans	3	16	48	1:50	P&P. Need to show profile. Incl. inlet/structure adjustments
Intersection Local Ramp Details	16	2	32	1:5	Assume 1 hr per corner for updates
Pavement Marking and Signing	6	8	48	1:50	Double plan view for resurfacing + intersections/crosswalk:
Traffic Control Plan	1	16	16	1:50	General Notes & Sequence of Construction with IDOT std.
Landscape & Erosion Control Plan	6	8	48	1:50	
Lighting Plan	5	26	130	1:50	Includes Lighting Analysis, voltage drop calcs
Lighting Schematic	1	24	24	1:50	Assume IDOT will require full requirements for lighting
Traffic Signal Plan					
Signal Installation Plan	5	24	120	1:20	
Cable Plan	5	12	60	NTS	
Temporary Signal Plan	0	16	0	1:20	
Temporary Cable Plan	0	8	0	NTS	
Standard Details	8	0.5	4	NTS	
Interconnect Plan	8	12	96		Need to update based on as-builts
Interconnect Schematic	1	12	12		Need to update based on as-builts
IDOT Standards	16	0.25	4	NTS	Standards 11 x 17 pdf files (for traffic control & signals)
SubTotal	99		800		

Item	Total Hours
Cost estimate	60
Specifications	48
Estimate of Time	4
IDOT Review Comments	40
	24 hrs for PreFinal; 16 hrs for Final
Subtotal	152
	952

City of Aurora
 Indian Trail Signal Modernization and Resurfacing
 Phase II
 Work-hour and Direct Cost Estimate

TASK & DESCRIPTION	Work hours	DIRECT COST	QC	Project Manager	Project Engineer	Design Engineer IV (Civil)	Design Engineer I	Design Engineer IV (Traffic)	Accounting	CADD	Graphics
1 Data Collection											
Project Initiation and File Setup	6				2		2		2		
Field Visit for Plan in Hand Review (5 intersections x 2 hrs each x 2 staff)	20				10			10			
Land Acquisition (by Santacruz & City)	4			2				2			
Utility Conflicts	30			4	10			16			
SUBTOTALS =	60		0	6	22	0	2	28	2	0	0
2 Environmental Studies											
PSI (by GZA)	4			2			2				
PESA Response Form (Draft submittal 16 hrs; Address comments 8 hrs)	24			2	6		16				
SUBTOTALS =	28	\$ -	0	4	6	0	18	0	0	0	0
3 Contract Documents											
Plan Preparation	800			80	120	200	200	200			
Cost Estimate	60			8	16	16		20			
Specifications	48			8	16	12		12			
Estimate of Time	4			1	2			1			
IDOT Comment Response (2 rounds of comments)	40			4	12	12		12			
SUBTOTALS =	952	\$ -	0	97	154	240	200	233	0	0	0
4 Phase III Assistance											
RFI's (up to 10 x 2 hrs)	20			4	8			8			
Shop Drawing Review (Signals & Lighting)	16			8	8						
Preconstruction Meeting (2 staff x 1 meeting x 4 hrs)	8			4	4						
SUBTOTALS =	44	\$ -	0	16	20	0	0	8	0	0	0

City of Aurora
 Indian Trail Signal Modernization and Resurfacing
 Phase II
 Work-hour and Direct Cost Estimate

TASK & DESCRIPTION	Work hours	DIRECT COST	QC	Project Manager	Project Engineer	Design Engineer IV (Civil)	Design Engineer I	Design Engineer IV (Traffic)	Accounting	CADD	Graphics
5 Meetings and Coordination											
City Kick-off Meeting (2 staff x 4 hours x 1 meeting)	8			4	4						
IDOT Kick-off Meeting (2 staff x 4 hours x 1 meeting)	8			4	4						
City Coordination Meetings (2 staff x 1 hours x 5 meetings)	10			5	5						
Subconsultant and Team Correspondence	24			12	12						
Utility Coordination (Includes ComeEd Meeting: 2 staff x 2 hours x 1 mtg)	32			8	12	12					
Agency/Stakeholder Coordination	16			8	8						
SUBTOTALS =	98		0	41	45	12	0	0	0	0	0
6 Administration and Management											
Administration (4 hrs/month x 14 months)	56		8	20	14				14		
SUBTOTALS =	56		8	20	14	0	0	0	14	0	0
7 QA/QC											
Review of milestone submittals - 4 % of total hours	56		56								
SUBTOTALS =	56	\$ -	56	0	0	0	0	0	0	0	0
TOTAL =	1294	\$ -	64	184	261	252	220	269	16	0	0

Exhibit B – Project Schedule

Indian Trail Traffic Signal Modernization/Resurfacing

Ohio Street to Pennsbury Lane

City of Aurora (Section No. 23-00358-00-TL)

Legend:



Consultant Task



City of Aurora



IDOT Review

Phase II Schedule

Task Description	2024		2025												2026		
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Project Initiation and Kick-Off		*	■														
Utility Coordination				■	■												
Environmental Studies			■ 8	■	■	■	■	■	■	■	■						
Easement Acquisition				■	■	■ 6	■	■ 7	■	■	■						#
Contract Documents				■	■	■	■ 1	■	■	■ 2	■ 3	■	■ 4				#
Meetings & Coordination			■ I	■ C		■ C		■ C		■ C			■ C				
Project Management			■	■	■	■	■	■	■	■	■	■	■	■			

Milestones

- 1 Preliminary PS&E
- 2 Pre-Final PS&E
- 3 Initial Final PS&E
- 4 Final PS&E / CE Agreement
- 5 PS&E Complete
- 6 Appraisals Completed

- 7 Negotiations Completed
- 8 Submit PESA Update
- * Estimated Phase I Design Approval
- # Letting Date
- ## Easements Certified

Meetings

- I IDOT
- C City

Exhibit D – CECS (BLR 05514)

Local Public Agency City of Aurora	County Kane / DuPage	Section Number N/A
Prime Consultant (Firm) Name Kimley-Horn and Associates, Inc.	Prepared By Adam Kucharski, P.E.	Date 10/30/2024
Consultant / Subconsultant Name 	Job Number 	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	13	MONTHS		OVERHEAD RATE	196.54%
START DATE	12/1/2024			COMPLEXITY FACTOR	0
RAISE DATE	7/1/2025			% OF RAISE	2.00%
END DATE	12/31/2025				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2024	7/1/2025	7	53.85%
1	7/2/2025	1/1/2026	6	47.08%

The total escalation = 0.92%

Local Public Agency

City of Aurora

County

Kane / DuPage

Section Number

N/A

Consultant / Subconsultant Name

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	150	\$0.67	\$100.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
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)			\$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
Traffic Counts				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$100.50

BLR 05514 (Rev. 02/09/23)
\$0.00 DIRECT COSTS

Local Public Agency

City of Aurora

County

Kane / DuPage

Section Number

N/A

Consultant / Subconsultant Name

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **196.54%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1 - Data Collection & Survey		60	3,380	6,643	1,115	19,200	30,338	10.48%
Task 2 - Environmental Studies		28	1,524	2,995	503	28,878	33,900	11.71%
Task 3 - Contract Documents		952	49,812	97,901	16,438		164,151	56.69%
Task 4 - Phase III Assistance		44	2,589	5,089	855		8,533	2.95%
Task 5 - Meetings and Coordination		98	7,296	14,339	2,408		24,043	8.30%
Task 6 - Project Management	101	56	3,530	6,938	1,165		11,633	4.02%
Task 7 - QA/QC		56	4,816	9,465	1,589		15,870	5.48%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Subconsultant DL							\$971.70	0.34%
Direct Costs Total ==>	\$100.50						\$100.50	0.03%
TOTALS		1294	72,947	143,370	24,073	48,078	289,541	100.00%

216,317

Local Public Agency

City of Aurora

County

Kane / DuPage

Section Number

N/A

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1 - Data Collection & Survey			Task 2 - Environmental Studies			Task 3 - Contract Documents			Task 4 - Phase III Assistance			Task 5 - Meetings and Coordination		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Project Manager	86.00	180.0	13.91%	11.96	4	6.67%	5.73	2	7.14%	6.14	60	6.30%	5.42	4	9.09%	7.82	40	40.82%	35.10
Senior Project Engineer	70.65	196.0	15.15%	10.70				8	28.57%	20.18	118	12.39%	8.76	12	27.27%	19.27	44	44.90%	31.72
Project Engineer	65.60	24.0	1.85%	1.22	24	40.00%	26.24												
Design Engineer 1	36.91	0.0																	
Design Engineer 2	39.12	140.0	10.82%	4.23							140	14.71%	5.75						
Design Engineer 3	43.70	366.0	28.28%	12.36	28	46.67%	20.39	18	64.29%	28.09	310	32.56%	14.23	10	22.73%	9.93			
Design Engineer 4	53.37	370.0	28.59%	15.26							324	34.03%	18.16	18	40.91%	21.83	14	14.29%	7.62
Senior Landscape Architec	75.22	0.0																	
Senior Designer	47.68	0.0																	
Designer	39.69	0.0																	
Admin. Assistant	42.15	14.0	1.08%	0.46															
Secretary/Clerical	32.25	0.0																	
Sr Admin Assistant	59.52	4.0	0.31%	0.18	4	6.67%	3.97												
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1294.0	100%	\$56.37	60.0	100.00%	\$56.34	28.0	100%	\$54.42	952.0	100%	\$52.32	44.0	100%	\$58.85	98.0	100%	\$74.44

Local Public Agency

City of Aurora

County

Kane / DuPage

Section Number

N/A

Consultant / Subconsultant Name

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 - Project Management			Task 7 - QA/QC														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00																		
Project Manager	86.00	14	25.00%	21.50	56	100.00%	86.00												
Senior Project Engineer	70.65	14	25.00%	17.66															
Project Engineer	65.60																		
Design Engineer 1	36.91																		
Design Engineer 2	39.12																		
Design Engineer 3	43.70																		
Design Engineer 4	53.37	14	25.00%	13.34															
Senior Landscape Architect	75.22																		
Senior Designer	47.68																		
Designer	39.69																		
Admin. Assistant	42.15	14	25.00%	10.54															
Secretary/Clerical	32.25																		
Sr Admin Assistant	59.52																		
TOTALS		56.0	100%	\$63.04	56.0	100%	\$86.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Indian Trail Traffic Signal Modernization and Resurfacing
Ohio Street to Pennsbury Lane
City of Aurora



Phase II – Scope of Services

Santacruz Land Acquisitions, Ltd.

Providing Right-of-Way Acquisition services since 1992

PROPOSAL FOR LAND ACQUISITION SERVICES

Signal Modernization Project along Indian Trail from Ohio Street to Pennsbury Lane Kimley-Horn for the benefit of City of Aurora

Santacruz Land Acquisitions specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the City of Aurora, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or, Kimley-Horn, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of Signal Modernization Project along Indian Trail from Ohio Street to Pennsbury Lane (the “Project”) to assure that the goals are met.

Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.

COMPENSATION

Santacruz shall be entitled to compensation, based on **four (4)** projected parcels of right-of-way, on a per parcel basis, as follows:

NEGOTIATIONS:	\$15,200.00
----------------------	--------------------

In fulfillment of its project management responsibilities, Santacruz will attend and/or participate in meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

DIRECT EXPENSES RELATED TO LAND ACQUISITION

LPA or Consultant, as the case may be, shall be responsible for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee

processing fees (“Direct Billable Expenses”). If requested by LPA, Santacruz shall pay all Direct Billable Expenses and invoice LPA or Consultant for said Direct Billable Expenses. Santacruz shall be entitled to additional compensation in the amount of said Direct Billable Expenses pursuant to a separate work order issued by LPA or Consultant.

OPTIONAL COVERAGE OF DIRECT EXPENSES

In the alternative, Santacruz shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz shall include **\$750.00** per parcel towards the payment of these charges. Santacruz shall pay any such fees and charges in excess of the **\$750.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$19,200.00** as follows:

Land Acquisition Services	\$15,200.00
Project Management Services	\$1,000.00
Estimated Direct Billable Expenses	\$3,000.00

The pricing on this proposal shall be good for twelve months of the date of this proposal: October 16, 2024.

See attached for Scope of Services and Team resumes.

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at javier@santacruz-associates.com.

Sincerely,



Javier Steve Santacruz

Accepted this ____ day of _____, 2024

Kimley-Horn

By: _____

Its: _____

PRICING SCHEDULE

Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,800.00
Additional negotiations due to change in ownership or plans ¹	\$1,900.00 - \$3,800.00

Witness Services (if applicable)

Rate for each ½ day in pretrial conference or in court for Negotiator ¹	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser ¹	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

Title Services (if applicable)

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

OPTIONAL SERVICE: Valuation Assistance for ROW Joint Agreement (per parcel)

Valuation estimate	\$500.00
--------------------	----------

¹ Requires supplemental work order.

LAND ACQUISITION SCOPE OF SERVICES

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners.** The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
 - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
 - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
 - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
 - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
 - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.
 - If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
 - Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator’s Log documenting all negotiation activities, copies of all correspondence with

the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).

- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

THE TEAM

Javier Steve Santacruz – President and Project Manager

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

Jonathan Abplanalp – Vice President and Negotiator

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

Dylan Santacruz – Negotiator

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

Agafya Gerovoy – Real Estate Paralegal

Agafya has been with Santacruz since 2017 and is realtor with extensive experience real estate and right-of-way transactions.

Indian Trail Traffic Signal Modernization and Resurfacing
Ohio Street to Pennsbury Lane
City of Aurora



Phase II – Scope of Services

Huff & Huff, Inc. (subsidiary of GZA)



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



September 19, 2024

via email: Adam.Kucharski@kimley-horn.com

Mr. Adam Kucharski, P.E.
Senior Project Manager
Kimley-Horn and Associates, Inc.
4201 Winfield Road – Suite 600
Warrenville, IL 60555

**Re: Phase II Environmental Services (PSI/CCDD) – City of Aurora
Indian Trail traffic Signal Modernization/Resurfacing (Section No. 23-00358-00-TL)
City of Aurora and Unincorporated, Kane and DuPage Counties Illinois
Proposal No. 81.P013098.25**

Dear Mr. Kucharski:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Kimley-Horn and Associates, Inc. (Client) to provide Phase II environmental services for the proposed traffic signal and resurfacing improvements along Indian Trail in the City of Aurora, Kane and DuPage Counties, Illinois (City). The Project corridor along Indian trail extends from Ohio Street to Pennsbury Street (approximately 2.8 miles in length) with five (5) signalized intersections, including at Ohio Street, Felten Road, Stonebridge Boulevard (east), and Pennsbury Lane. Two (2) intersections are excluded as we understand they are included in separate contracts (Indian Trail at both Farnsworth and Eola Roads).

For the current Phase II scope of services, Client has requested environmental services as a follow-up to the Preliminary Environmental Site Assessment (PESA) completed during Phase I. As a follow-up to the PESA, this scope includes completion of a Preliminary Site investigation (PSI) including assessment/documentation for consideration of clean soil disposal at an IEPA permitted clean construction and demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility.

Phase I services also included completion of a wetland and surface waters/waterway delineation and associated report. The findings of the wetland delineation report indicate that *“no wetlands or surface waters were identified within the project limits. One constructed stormwater feature and three potentially jurisdictional retention ponds were identified within 100 feet of the project limits.”* This information has been conveyed to IDOT in the attached letter dated March 25, 2024 and therefore, this scope does not include wetland services for Phase II.

We understand the scope of proposed improvements includes traffic signal modernization with safety enhancements such as flashing yellow arrows and high visibility backplates, replacement of gaining signal equipment including cabinets, mast arm, poles, signal heads, and ADA modifications at intersections, along with resurfacing a portion of the corridor and installation of bus stop pads between the sidewalk and curb at various locations. Further, we understand some minor land acquisition is anticipated and the project intends to utilize Surface Transportation Program (STP)-L federal funds administered through the Kane-Kendall Council of Mayors with a local share funded with Motor Fuel Tax (MFT). In preparing this proposal, GZA has made the following assumptions.



- As this project will be processed through the Illinois Department of Transportation (IDOT) Local Roads, biological and cultural clearances will be made available through the IDOT Environmental Survey Request (ESR) process. The submittal of an Environmental Survey Request through IDOT is not included in this scope of services.
- The western terminus of the project lies within a High Probability Zone of the federally endangered Rusty Patch Bumblebee.
- The limits and extent of all proposed work, access, and temporary construction activities have been previously provided to GZA in electronic format (Shapefiles or MicroStation files) for use in drafting the Phase I deliverables. Please provide GZA with revised files, as necessary and applicable for use in our Phase II deliverables.

This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. SCOPE OF SERVICES

Task 1 – Preliminary Site Investigation (PSI) / CCDD

The findings of the March 6, 2024 PESA, indicate that five (5) sites were identified as having recognized environmental conditions (RECs) and/or as potentially impacted properties (PIPs). The scope of the PSI identified below is intended to address the PESA sites with RECs/PIPs and also for full corridor coverage to assess the soils proposed for off-site final disposition to maximize, to the extent possible, the volume eligible for CCDD/USFO disposal.

A. Soil Sampling

It is anticipated that up to 1.5 days of field effort will be required with up to twelve (12) soil borings completed, assumed with the aid of a drilling (GeoProbe) subcontractor with the aid of traffic control services. The borings will be advanced and soil samples collected for laboratory analysis to address sites identified as RECs/PIPs and for full project coverage of non-REC/PIP for soil disposal considerations, specifically at locations identified for proposed excavation. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. Consultant will finalize depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to approximately 5 to 10 feet below ground surface. Samples will be collected in 2 to 5-foot intervals for field screening and select samples prepared for laboratory analysis as discussed below.

B. Laboratory Analysis

A total of up to twelve (12) soil boring locations are proposed and we anticipate a single sample from each location for laboratory analysis, for a total of up to twelve (12) samples total. The soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations. Time has also been included to assist Client in preparing draft special provisions and pay items associated with the soil classifications identified in the PSI report consistent with IDOT Article 669.05.



D. LPC-663 Form Preparation and CCDD facility Coordination

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, GZA will prepare the LPC-663 document that will be signed/stamped by the GZA. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 2 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities.

Task 3 – QA/QC

Time under this task includes QA/QC time for the PSI/CCDD reports as described above.

2. LEVEL OF EFFORT AND SCHEDULE

Costs are proposed to be on a time and materials basis and are included on the attached spreadsheets in IDOT BLR 05514 CPFF format. The PSI/CCDD work will commence within 5 business days of project approval, with a target completion date of twelve (12) weeks to complete.

3. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA’s report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.



Very truly yours,
Huff & Huff, Inc., a subsidiary of GZA, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of **Kimley-Horn and Associates, Inc.**

By: _____ Title: _____

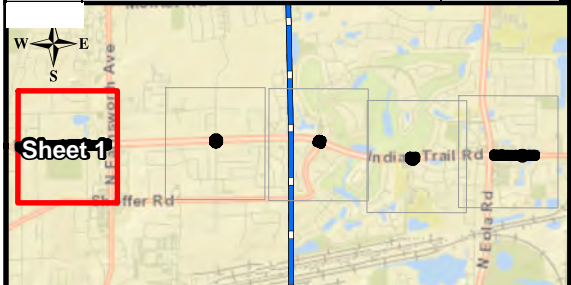
Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.

Attachments: Terms and Conditions
IDOT BLR 05514 CPFF Worksheets



Site ID	Address	Status	Site ID	Address	Status
1	Multiple Addresses	NS	11	2700 Stonebridge Blvd	DM
2	1223 Trask St	DM	12	1207 N Eola Rd	PIP
3	1091 E Indian Trail Rd	DM	13	1187 N Eola Rd	DM
4	1200 E Indian Trail Rd	DM	14	3150 N Aurora Rd	PIP
5	1201 E Indian Trail Rd	NS	15	3190 N Aurora Rd	PIP
6	Multiple Addresses	NS	16	3138-3141 N Aurora Rd	NS
7	2340 N Farnsworth Ave	NS	A	1175 N Farnsworth Ave	NS
8	1160-1180 N Farnsworth Ave	PIP	B	1202 N Eola Rd	NS
9	Intersection of Farnsworth Ave and Indian Trail Rd	PIP	C	1242 N Eola Rd	NS
10	2705 Stonebridge Blvd	DM	D	1157 N Eola Rd	NS



Legend

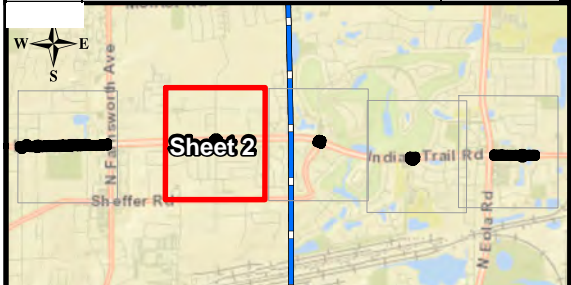
- Project Limits
- Di Minimis
- No Status
- PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
City of Aurora- Indian Trail Road
City of Aurora and Unincorporated,
DuPage and Kane Counties, Illinois
Sheet 1 of 5



Site ID	Address	Status	Site ID	Address	Status
1	Multiple Addresses	NS	11	2700 Stonebridge Blvd	DM
2	1223 Trask St	DM	12	1207 N Eola Rd	PIP
3	1091 E Indian Trail Rd	DM	13	1187 N Eola Rd	DM
4	1200 E Indian Trail Rd	DM	14	3150 N Aurora Rd	PIP
5	1201 E Indian Trail Rd	NS	15	3190 N Aurora Rd	PIP
6	Multiple Addresses	NS	16	3138-3141 N Aurora Rd	NS
7	2340 N Farnsworth Ave	NS	A	1175 N Farnsworth Ave	NS
8	1160-1180 N Farnsworth Ave	PIP	B	1202 N Eola Rd	NS
9	Intersection of Farnsworth Ave and Indian Trail Rd	PIP	C	1242 N Eola Rd	NS
10	2705 Stonebridge Blvd	DM	D	1157 N Eola Rd	NS



0 375 750
Feet

Aerial Source: ESRI Online World Imagery

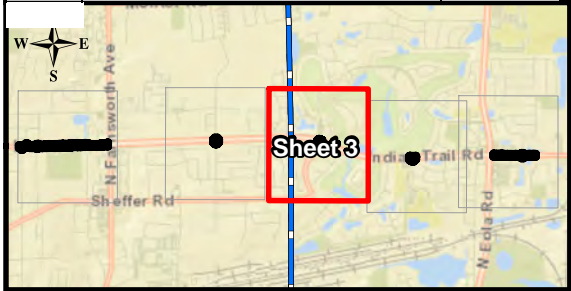
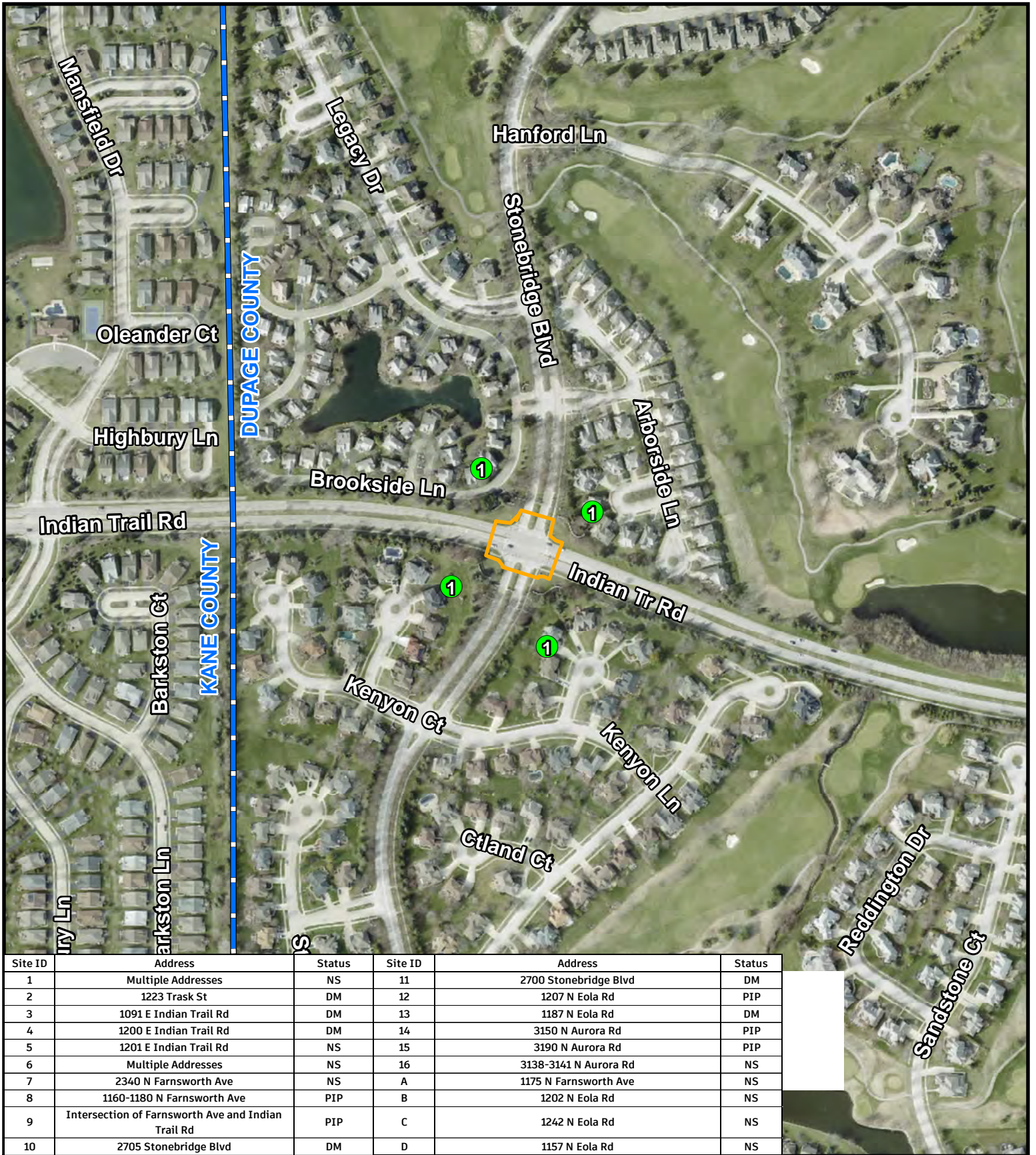
Legend

- Project Limits
- Di Minimis
- No Status

PIP PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
City of Aurora- Indian Trail Road
City of Aurora and Unincorporated,
DuPage and Kane Counties, Illinois
Sheet 2 of 5



0 375 750
Feet

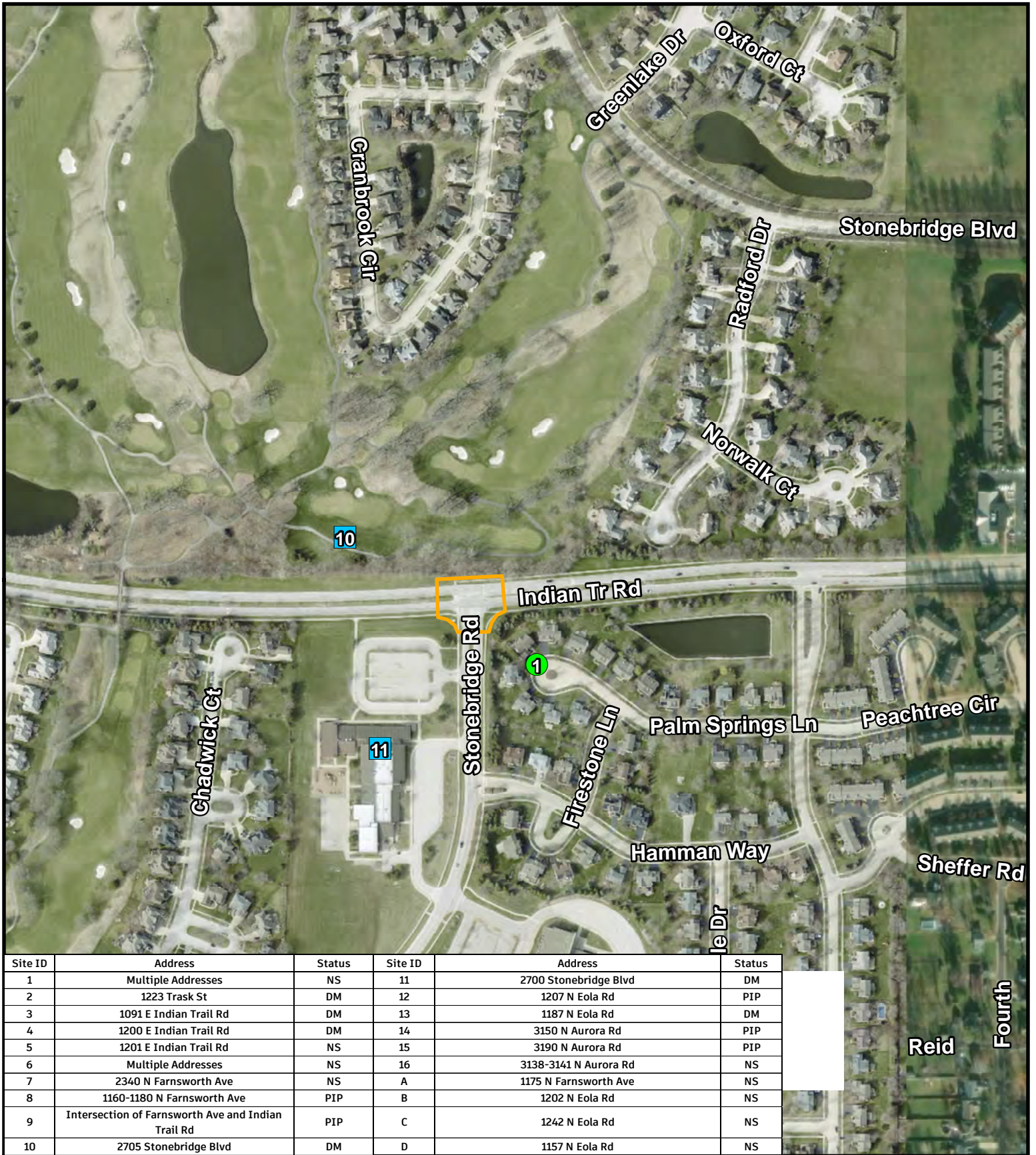
Aerial Source: ESRI Online World Imagery

Legend

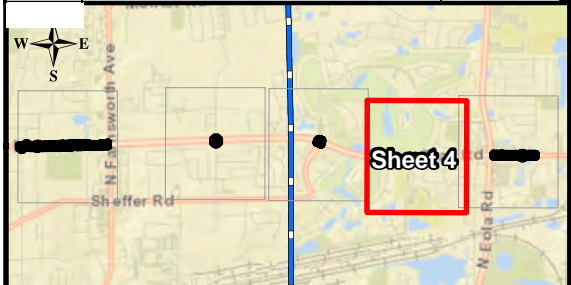
- Project Limits
- Di Minimis
- No Status
- PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
City of Aurora- Indian Trail Road
City of Aurora and Unincorporated,
DuPage and Kane Counties, Illinois
Sheet 3 of 5



Site ID	Address	Status	Site ID	Address	Status
1	Multiple Addresses	NS	11	2700 Stonebridge Blvd	DM
2	1223 Trask St	DM	12	1207 N Eola Rd	PIP
3	1091 E Indian Trail Rd	DM	13	1187 N Eola Rd	DM
4	1200 E Indian Trail Rd	DM	14	3150 N Aurora Rd	PIP
5	1201 E Indian Trail Rd	NS	15	3190 N Aurora Rd	PIP
6	Multiple Addresses	NS	16	3138-3141 N Aurora Rd	NS
7	2340 N Farnsworth Ave	NS	A	1175 N Farnsworth Ave	NS
8	1160-1180 N Farnsworth Ave	PIP	B	1202 N Eola Rd	NS
9	Intersection of Farnsworth Ave and Indian Trail Rd	PIP	C	1242 N Eola Rd	NS
10	2705 Stonebridge Blvd	DM	D	1157 N Eola Rd	NS



0 375 750
Feet

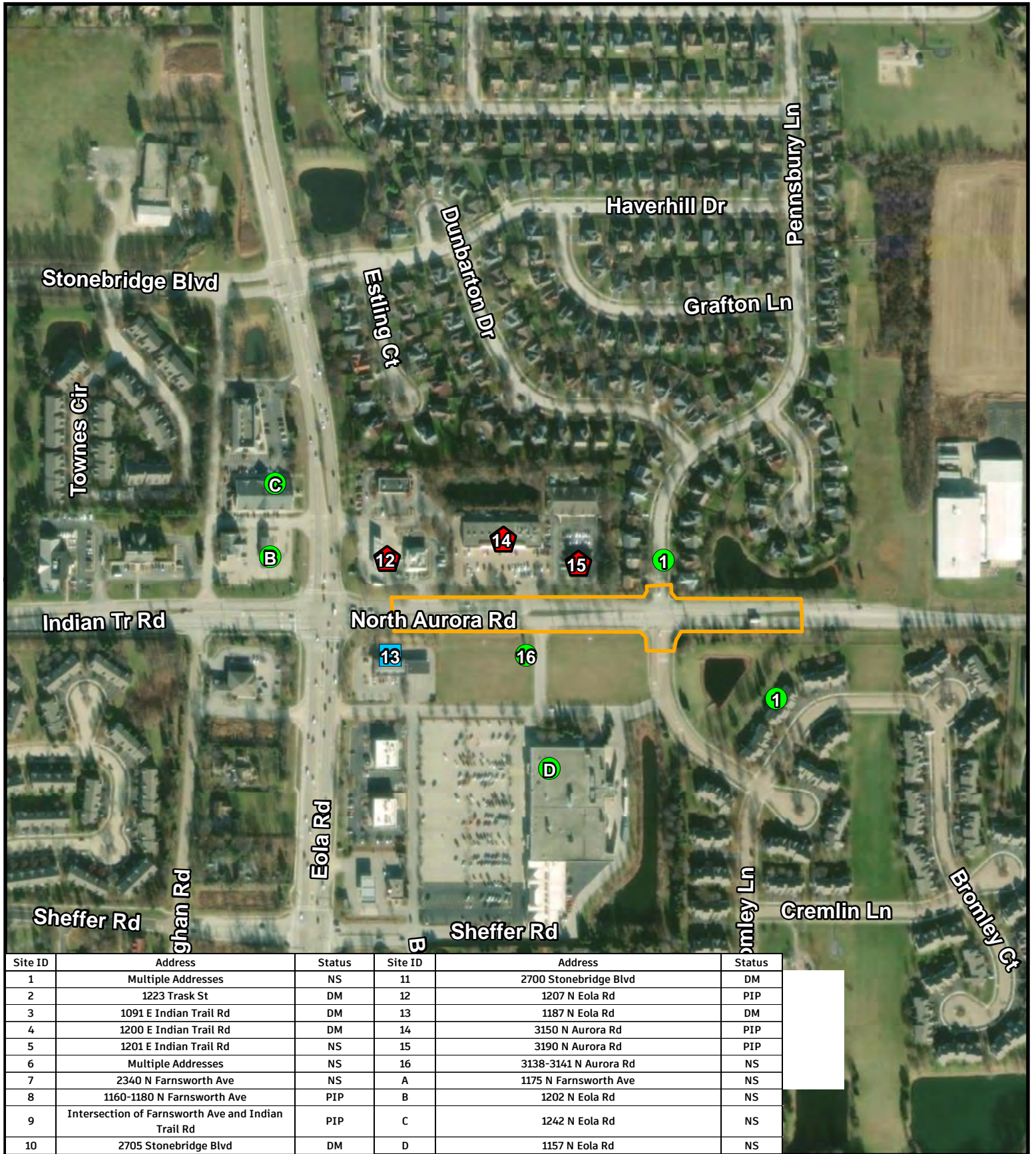
Aerial Source: ESRI Online World Imagery

Legend

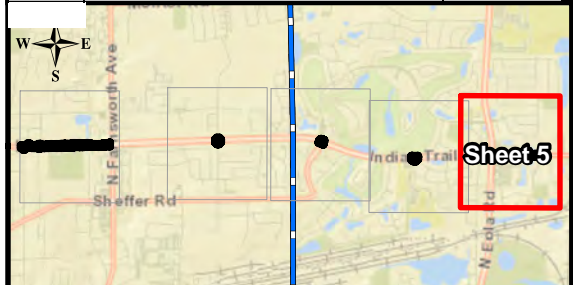
- Project Limits
- Di Minimis Di Minimis
- No Status
- ▲ PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
City of Aurora- Indian Trail Road
City of Aurora and Unincorporated,
DuPage and Kane Counties, Illinois
Sheet 4 of 5



Site ID	Address	Status	Site ID	Address	Status
1	Multiple Addresses	NS	11	2700 Stonebridge Blvd	DM
2	1223 Trask St	DM	12	1207 N Eola Rd	PIP
3	1091 E Indian Trail Rd	DM	13	1187 N Eola Rd	DM
4	1200 E Indian Trail Rd	DM	14	3150 N Aurora Rd	PIP
5	1201 E Indian Trail Rd	NS	15	3190 N Aurora Rd	PIP
6	Multiple Addresses	NS	16	3138-3141 N Aurora Rd	NS
7	2340 N Farnsworth Ave	NS	A	1175 N Farnsworth Ave	NS
8	1160-1180 N Farnsworth Ave	PIP	B	1202 N Eola Rd	NS
9	Intersection of Farnsworth Ave and Indian Trail Rd	PIP	C	1242 N Eola Rd	NS
10	2705 Stonebridge Blvd	DM	D	1157 N Eola Rd	NS



Aerial Source: ESRI Online World Imagery

Legend

- Project Limits
- Di Minimis
- No Status
- PIP PIP

Huff & Huff, Inc.

Figure 5-1
Identified Sites Map
City of Aurora- Indian Trail Road
City of Aurora and Unincorporated,
DuPage and Kane Counties, Illinois
Sheet 5 of 5



81.P013098.25 Indian Trail Signal & Resurfacing Ph II – Aurora, Kane and DuPage Counties, Illinois
September 19, 2024
Kimley-Horn and Associates, Inc.
ATTACHMENTS

ATTACHMENT A
TERMS AND CONDITIONS



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2024 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, Client, named above. If the attached GZA Proposal is styled as a Master Services Agreement, then these Terms and Conditions will apply to any and all services ordered by you and performed by GZA.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order. All Services performed by GZA will be governed by this Agreement, even if performed prior to your execution of the Proposal.
- 2) **Term.** If the attached GZA proposal is styled as a Master Services Agreement, then the term of this Agreement will begin on the date of execution of the proposal (the "Effective Date"), and either party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that GZA will be paid for all services performed through the date of termination.
- 3) **Standard of Care; Warranties.**
 - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. GZA's sole responsibility with regard to Services which do not meet the foregoing standard of care is to reperform such Services, at GZA's expense, but only if you provide GZA written notice of such non-conformity within ninety (90) days after completion of the Services.
 - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS OR OTHER CONDUCT.**
 - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 4) **Payment.**
 - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
 - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. You will notify GZA in writing of any invoice disputes within 10 days of the invoice date, and if no written notice of dispute is received, the invoice will be deemed approved in full. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Any amounts paid by you to GZA will be applied first to interest and costs incurred by GZA, and then to the principal balance.
- 5) **Your Responsibilities.**
 - a) If the Services involve entry onto a third-party property or otherwise require access to property you do not own or control, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services, without GZA becoming a party to or otherwise being required to sign any such agreements, approvals, permits, licenses and consents. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. GZA is entitled to rely on the accuracy and completeness of documents and information you provide. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.
 - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the contractor or construction manager provisions obligating the latter:
 - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, GZA, its affiliates and subsidiaries, and each of their officers, directors, members, partners, agents, insurers, employees, and subconsultants (the "GZA Indemnitees") and you, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, the construction manager, or any of their subcontractors or any engineer engaged by them;
 - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor or construction manager, or any of their subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
 - iii) to require that all of their subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c) In the event that you are unable to secure such provisions in the agreement(s) with the contractor or construction manager, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections. Failure to provide such notice will be a material breach of this Agreement.
 - d) To the extent you are entitled to indemnification (either contractual or at common law) or are otherwise indemnified by the contractor or construction manager and/or their subcontractors, you agree to waive any claim (including without limitation indemnification or insurance claims) against GZA.
- 6) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA

will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.

- 7) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
 - a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
 - b) that are not correctly marked by the appropriate utility.
- 8) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.** However, in GZA's sole discretion, which may be withheld for any reason whatsoever, if you request that GZA extend reliance to a third party, then such reliance will be conditioned upon the third party's acceptance of such reliance on GZA's standard reliance terms and you will be obligated to pay GZA a reliance fee calculated as 10% of GZA's original fee for the report upon which reliance is being extended.
- 9) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 10) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 11) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMS (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 12) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 13) **Changed Conditions.**
 - a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
 - c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 14) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 15) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer

of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

- 16) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order (including, without limitation, for outside counsel expenses incurred by GZA and/or time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Notwithstanding the foregoing, GZA shall be entitled to use your name and a general description of the Services in promotional materials.
- 17) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 18) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct. The duty to defend will be triggered upon a claim, suit, fine and/or penalty being alleged or threatened, and will only terminate when and to the extent GZA's proportion of negligence is finally adjudicated by a court of competent jurisdiction. If the foregoing indemnification is determined to be void or unenforceable as a matter of law, then it shall be automatically reformed to apply the original intent of the clause to the maximum extent permissible by law.
- 19) **Limitation of Remedies.**
 - a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates, parents and subsidiaries and subcontractors and each of their employees, insurers, principals, officers, directors, partners and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
 - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
 - c) Any claim against GZA related in any way to the services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's services. This waiver may not be construed to extend any applicable statute of limitations.
 - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages. This includes but is not limited to fines and/or penalties and/or sanctions imposed by any local, state, or federal government, agency, or regulatory body.
 - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
 - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 20) **Disputes.**
 - a) All disputes between you and GZA shall be subject to non-binding mediation.
 - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
 - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
 - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one year waiver period described in 18(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
 - e) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is finally adjudicated by a court of competent jurisdiction that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is finally adjudicated by a court of competent jurisdiction that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
 - f) You shall make no claim against GZA for professional negligent acts, errors, omissions and/or alleged breach of contract either directly, indirectly, as a counterclaim or crossclaim, or in a third party claim, unless you have first provided GZA with a written certification executed by an independent professional practicing in the same discipline as GZA and licensed in the jurisdiction in which GZA provided you its Services. This certification must (i) identify the name and license of the certifier, (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of professional

performing professional services under similar circumstances; and (iii) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation of the standard of care. This certificate must be provided to GZA no less than thirty (30) days prior to the submission of a formal claim.

21) **Miscellaneous.**

- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any reason.
- c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
- d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
- f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
- j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
- k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
- l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
- m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.
- n) This Agreement does not create any third-party beneficiaries and is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, anyone else.

22) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.

23) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.

- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
- b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
- c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
- d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.



81.P013098.25 Indian Trail Signal & Resurfacing Ph II – Aurora, Kane and DuPage Counties, Illinois
September 19, 2024
Kimley-Horn and Associates, Inc.
ATTACHMENTS

ATTACHMENT B

IDOT BLR 05514 CPFF WORKSHEETS



Local Public Agency City of Aurora	County Kane	Section Number 23-00358-00-TL
Prime Consultant (Firm) Name Kimley - Horn and Associates, Inc.	Prepared By JJR	Date 9/19/2024
Consultant / Subconsultant Name Huff & Huff, Inc., a subsidiary of GZA, Inc.	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

Phase II PSI/CCDD Scope

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS			OVERHEAD RATE	190.00%
START DATE	10/1/2024				COMPLEXITY FACTOR	0
RAISE DATE	3/1/2025				% OF RAISE	2.00%
END DATE	3/31/2026					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2024	3/1/2025	5	27.78%
1	3/2/2025	3/1/2026	12	68.00%
2	3/2/2026	4/1/2026	1	5.78%

The total escalation = 1.56%

Local Public Agency

County

Section Number

City of Aurora

Kane

23-00358-00-TL

Consultant / Subconsultant Name

Job Number

Huff & Huff, Inc., a subsidiary of GZA, Inc.

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.56%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$85.96	\$86.00
Associate Principal II	\$76.21	\$77.40
Associate Principal I	\$70.09	\$71.18
Senior Project Manager II	\$60.37	\$61.31
Senior Project Manager I	\$56.56	\$57.44
Senior Landscape Architect	\$61.47	\$62.43
Senior Planning PM	\$59.03	\$59.95
Senior Technical Specialist I	\$56.06	\$56.93
Senior Technical Scientist	\$61.96	\$62.93
Scientist PM II	\$52.51	\$53.33
Scientist PM I	\$45.26	\$45.97
Assistant PM Scientist	\$37.07	\$37.65
Environmental Engineer PM I	\$47.24	\$47.98
Engineer II	\$31.75	\$32.24
Engineer I	\$35.69	\$36.25
Scientist SI	\$34.41	\$34.95
Scientist SII	\$30.02	\$30.49
Technical Graphics Technician	\$27.73	\$28.16
Architectural Historian	\$42.31	\$42.97
Administrative Executive	\$52.42	\$53.24
Senior Administrative Assistant	\$36.31	\$36.88
Project Administrator	\$38.47	\$39.07
Billing Administrator	\$26.00	\$26.41

Local Public Agency
 City of Aurora

County
 Kane

Section Number
 23-00358-00-TL

Consultant / Subconsultant Name
 Huff & Huff, Inc., a subsidiary of GZA, Inc.

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	180	\$0.67	\$120.60
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	6	\$3.40	\$20.40
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)			\$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)	1.5	\$2,750.00	\$4,125.00
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)	12	\$740.00	\$8,880.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Driller (Day)	Actual Cost - Daily Rate	1.5	\$2,950.00	\$4,425.00
Photoionization Detector (PID)	Daily Rate	2	\$100.00	\$200.00
Field Kit - Expendible Materials	Daily Rate	2	\$35.00	\$70.00
				\$0.00
TOTAL DIRECT COSTS:				\$17,841.00

Local Public Agency

City of Aurora

County

Kane

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PSI/CCDD	17,841	84	2,821	5,359	931	0	9,111	31.55%
QAQC	0	5	368	700	122	0	1,190	4.12%
Project Administration	0	5	228	433	75	0	736	2.55%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$17,841.00						\$17,841.00	61.78%
TOTALS		94	3,417	6,492	1,128	-	28,878	100.00%

9,909

Local Public Agency

City of Aurora

County

Kane

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA, Inc.

Job Number

**AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI/CCDD			QAQC			Project Administration								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Associate Principal II	77.40	3.0	3.19%	2.47				2	40.00%	30.96	1	20.00%	15.48						
Associate Principal I	71.18	3.0	3.19%	2.27				3	60.00%	42.71									
Senior Project Manager II	61.31	0.0																	
Senior Project Manager I	57.44	0.5	0.53%	0.31	0.5	0.60%	0.34												
Senior Landscape Architect	62.43	0.0																	
Senior Planning PM	59.95	0.0																	
Senior Technical Specialist I	56.93	0.0																	
Senior Technical Scientist	62.93	0.0																	
Scientist PM II	53.33	0.0																	
Scientist PM I	45.97	0.0																	
Assistant PM Scientist	37.65	9.0	9.57%	3.60	5	5.95%	2.24				4	80.00%	30.12						
Environmental Engineer PM I	47.98	1.0	1.06%	0.51	1	1.19%	0.57												
Engineer II	32.24	0.0																	
Engineer I	36.25	35.0	37.23%	13.50	35	41.67%	15.10												
Scientist SI	34.95	0.0																	
Scientist SII	30.49	35.0	37.23%	11.35	35	41.67%	12.70												
Technical Graphics Technician	28.16	6.5	6.91%	1.95	6.5	7.74%	2.18												
Architectural Historian	42.97	0.0																	
Administrative Executive	53.24	0.0																	
Senior Administrative Assistant	36.88	1.0	1.06%	0.39	1	1.19%	0.44												
Project Administrator	39.07	0.0																	
Billing Administrator	26.41	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		94.0	100%	\$36.35	84.0	100.00%	\$33.58	5.0	100%	\$73.67	5.0	100%	\$45.60	0.0	0%	\$0.00	0.0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF DIRECT COSTS
 Project: Kimley-Horn Indian Trail Aurora Ph II

						<u>DIRECT</u>
Task 1 - PSI/CCDD						
Trips	60 miles	x	3 x	\$ 0.670	= \$	120.60
Tolls			6 x	\$ 3.40	= \$	20.40
Traffic Control	1 day	x	1.5 x	\$ 2,750.00	= \$	4,125.00
Driller	1 day	x	1.5 x	\$ 2,950.00	= \$	4,425.00
Field Kit	1 day	x	2 x	\$ 35.00	= \$	70.00
PID	1 day	x	2 x	\$ 100.00	= \$	200.00
Lab Analytical IDOT Protocol					\$	-
VOCs w/5035	1 ea	x	12 x	\$ 130.00	= \$	1,560.00
SVOCs	1 ea	x	12 x	\$ 175.00	= \$	2,100.00
TAL total Metals	1 ea	x	12 x	\$ 135.00	= \$	1,620.00
SPLP Metals	1 ea	x	12 x	\$ 140.00	= \$	1,680.00
TCLP Metals	1 ea	x	12 x	\$ 140.00	= \$	1,680.00
pH	1 ea	x	12 x	\$ 20.00	= \$	240.00
Cost/IDOT Protocol sample			1	\$ 740.00		
<hr/>						= \$ -
Task Total						\$ 17,841.00
 Task 2 - QA/QC						
<hr/>						0 x \$ - = \$ -
Task Total						\$ -
 Task 3 - Project Administration						
<hr/>						0 x \$ - = \$ -
Task Total						\$ -
<hr/>						
GRAND TOTAL						\$ 17,841.00

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: Kimley-Horn Indian Trail Aurora Ph II

OUTSIDE

Task 1 - PSI/CCDD

	0 x	\$	-	=	\$	-
		Task Total			\$ -	

Task 2 - QA/QC

	0 x	\$	-	=	\$	-
		Task Total			\$ -	

Task 3 - Project Administration

	0 x	\$	-	=	\$	-
		Task Total			\$ -	

GRAND TOTAL \$ -