



Local Public Agency Engineering Services Agreement

Agreement For: MFT PE; Agreement Type: Original; Using Federal Funds? No

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

SECTION PROVISIONS: Local Street/Road Name: Indian Trail FAU 1503, MUN 1157, FAU 1509; Key Route: 1503, 1157, 1509; Length: 2.82; Structure Number: N/A; Location Termini: Ohio Street to Pennsbury Lane

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 installation of bus stop pads between the sidewalk and curb at various locations.

Engineering Funding: MFT/TBP; Anticipated Construction Funding: Federal, MFT/TBP

AGREEMENT FOR: Phase I - Preliminary Engineering

CONSULTANT: Prime Consultant (Firm) Name: Kimley-Horn & Assoc., Inc.; Contact Name: Jeff Stanko; Phone Number: (331) 300-3462; Email: jeff.stanko@kimley-horn.com; Address: 4201 Winfield Road, Suite 600; City: Warrenville; State: IL; Zip Code: 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.

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.

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	\$217,411.00
Subconsultants		
HR Green, Inc.	42-0927178	\$73,260.00
Huff & Huff, Inc. (GZA)	36-3044842	\$13,666.00
Subconsultant Total		\$86,926.00
Prime Consultant Total		\$217,411.00
Total for all work		\$304,337.00

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)
 February 8, 2023

Title

By (Signature & Date)
 February 8, 2023

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"/>
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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"/>

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

**Phase I Engineering
February 2023**

Exhibit A – Scope of Services

Phase I – 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). It is anticipated that the project will be designed according to 3R criteria and processed as a Categorical Exclusion (CE). The project will be designed using Microstation Geopak 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 and Survey

The Consultant team will initiate the project internally and set up files to be used for the design and administration of the contract.

The Consultant will obtain information from the City including GIS files, land use maps, flooding reports, existing ROW, drainage information, lighting standards, limits of school, fire and sanitary districts, bike maps, traffic signal timings and plans, utility plans, and utility atlases. The data will be reviewed and included in base maps as necessary. We will also request crash data from IDOT for the most recent five-year period.

The Consultant team will conduct an initial field visit and site investigation to ascertain relevant field conditions, observe traffic operations, and document existing infrastructure assets. An inventory of existing signal equipment and signage will be generated for use in the project and shared with the City for record keeping.

Phase I – Scope of Services

The topographic survey task will be completed by HR Green. Survey will be obtained for the project limits, with varying degrees of detail based on the scope of work in specific areas. Full topographic survey will be collected in the areas of resurfacing, at various ADA ramps and intersection corners, at the proposed bus pad locations, and where land acquisition is needed. Outside of these areas, limited survey will be collected to locate all signal equipment, including interconnect elements, as well as striping and signage within the areas of the five (5) intersections to be modernized. We will coordinate with HR Green and the City to schedule the survey. We will check the survey for its completeness and accuracy.

Plats and legal descriptions will also be prepared by HR Green for up to twelve parcels assumed to require land acquisition. This task will also include reimbursement for the cost of ordering title commitments for these parcels. All other land acquisition services will take place during Phase II Engineering and are excluded from this agreement.

Utility companies will be contacted through a JULIE design-stage ticket to request utility atlases that will be drafted into the base files. The Consultant team will collect all available information from the City and other sources necessary for the project.

Task 2 – Traffic Counts and Traffic Study

The Consultant team will obtain classification (cars, pedestrian, bicycles, and trucks) traffic counts at the five (5) intersections. The traffic counts will be conducted for 2 hours in the weekday AM and PM peak periods. The actual hours for the counts will be discussed with the City. The Consultant team will document signal timings and observe traffic operations during the peak periods to understand issues and queuing.

The Consultant will utilize the peak hour data collected by Miovision for the capacity analysis. Synchro (Version 10) simulation software will be utilized to prepare traffic models for existing conditions and proposed improvements. The computer simulation models will provide the intersection analysis and signal timing/phasing inputs for the detailed signal and intersection design.

The five-year crash data obtained from IDOT will be tabulated. The Consultant will review the crash data and summarize crashes by year and major type to define trends and roadway deficiencies at each of the above intersections. Areas experiencing severe crash types K, A, and B will be investigated so that countermeasures can be recommended.

ADA ramp designs will be prepared at each of the five (5) intersections for submittal. Additional ADA ramp designs will be prepared at the intersection of Indian Trail and Trask Street, as well as the three (3) existing commercial entrances along Indian Trail located between Eola Road and Pennsbury Lane. There are no lane changes or new crosswalks proposed in this project and, as such, it is assumed that no Intersection Design Studies (IDS) will be required. If any IDS should be required, an amendment to this agreement will be necessary.

Task 3 – Environmental Studies

The Consultant will coordinate with the environmental sub-consultant (Huff & Huff) to perform the Preliminary Environmental Site Assessment (PESA). Preliminary Site Investigation (PSI) will be scoped later (Phase II) based on the findings of the PESA and is not included in this scope of services. A wetland screening will be completed, and if necessary, wetland delineation and wetland impact evaluation (WIE).

Phase I – Scope of Services

The Consultant will obtain aerials for preparation of environmental survey exhibits. The Consultant will prepare and submit an Environmental Survey Request (ESR) form with Attachments and Exhibits to IDOT BLR&S for processing. The Consultant will be responsible for the following related to the ESR:

- Review of the findings
- Responses to inquiries regarding the project impacts on environmental resources
- Incorporation of the information into the project report

A COSIM submittal and noise impact evaluation is not anticipated for the project based on IDOT BLR&S criteria.

Task 4 – Geometric Studies

Limited geometric design may be necessary at the five (5) intersections if there is evidence of off-tracking from oversized vehicles in the corners. Crosswalk configurations at the five (5) intersections will be analyzed to identify opportunities to enhance the pedestrian crossing experience, potentially including additional crosswalks, better oriented ramps, and options for mid-crossing refuge areas. Additional analysis will be needed to verify adequate accessibility to the new bus pads. Plan sheets (dual-pane, no profile view) will be prepared at 20-scale for the portion of Indian Trail designated for resurfacing. Up to 40 ADA ramps will be designed at the five (5) intersections and the additional locations at Trask Street and the commercial entrances located east of Eola Road. Bus pad layouts will be designed and incorporated into the overall ADA design. Typical sections will be prepared for the corridor. A preferred alternative will be identified based on input from stakeholders and its ability to meet project goals. Proposed ROW and/or easement needs will be established so that exhibits and letters can be prepared for distribution to property owners.

Task 5 – Public Involvement

We will work with the City to identify key stakeholders that will be included in the public involvement effort. The public involvement scope of work includes the following:

Stakeholder Meetings

The Consultant will coordinate and schedule individual stakeholder meetings. We anticipate up to four (4) stakeholder meeting to include 6-12 participants (to be coordinated with City staff):

- Aurora Police Department
- Fox Valley Park District
- Indian Prairie Community Unit School District 204
- Area resident groups/homeowners' association

For each meeting, we will prepare:

- Meeting notice
- Attendance sheet
- PowerPoint presentation
- One (1) exhibit board
- Meeting summary

Phase I – Scope of Services

Public Meeting

The Consultant will coordinate, prepare, and attend one public meeting. The tasks for this meeting will include:

- Prepare mailing list for meeting invites and mail invites
- Prepare meeting notice, advertising, meeting handout, display exhibits, and audio/visual presentation
- Setup and attend the meeting
- Prepare a public meeting summary and disposition of comments and/or draft response letters

The meeting location will be identified by the City. The Consultant will check availability of meeting location and schedule the meeting. The facility rental cost for the meeting location will be covered by the City.

Online Outreach

The Consultant will provide meeting notices, exhibits, meeting brochures, and other content for the City website and social media outreach.

Task 6 – Project Development Report (PDR)

The Consultant will prepare the PDR utilizing standard IDOT BLR&S form for Categorical Exclusion to include exhibits, maps, tables, supplemental documents, and appendices. The following documents will be submitted:

- Draft PDR to the City for review. The Draft PDR will then be revised per City comments.
- Revised Draft PDR to IDOT BLR&S
- PDF copy of the Final PDR to the City
- Final PDR to IDOT BLR&S

The final PDR to IDOT BLR&S will include revisions to all IDOT BLR&S comments. The cost for developing the PDR will include assembling all required documents, printing, binding, and delivering the reports.

Task 7 – Meetings and Coordination

The Consultant team will meet with City staff and IDOT to initiate the project to discuss project goals, design criteria, and project schedule. One additional meeting is anticipated with IDOT BDE and FHWA to coordinate the project. These meetings are assumed to be in person.

The Consultant team will meet with City staff approximately once every other month to coordinate the project, discuss progress and action items, and review submittals. We will participate in up to eight (8) coordination meetings, each one hour in length, to be held in a virtual format with the City.

The Consultant team will conduct routine correspondence throughout the duration of the project, including emails, phone calls, ad-hoc video meetings, letters, memorandums, etc. on an as-need basis.

Phase I – Scope of Services

The Consultant team will coordinate with any utility companies located within project limits. Potential utility conflicts will be identified using information provided by the utility companies, and any additional readily available mapping, atlases, or GIS data. Consultant will examine and recommend areas for relocations of utilities in conflict and opportunities to protect utilities to remain in place.

The Consultant team will coordinate with other regulatory agencies as needed to obtain general concurrence and approvals, which will be documented in the PDR and submitted for Design Approval. The agencies may include DuPage County, Kane County, and PACE Suburban Bus. Consultant will also regularly coordinate with the Kane-Kendall Council of Mayors as needed for reporting related to the administration of STP-L funds.

Task 8 – Administration and 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.

This task also includes maintaining a project tracking log of priorities and issues, including constraints and opportunities, agency stakeholder concerns, and potential utility conflicts. This tracking log will be available to the City for review throughout the duration of the study.

Task 9 – QA/QC

It is the Consultant's policy that all deliverables, reports and studies 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 study, the Consultant will provide the following to the City:

- CADD files
- Shape files
- Synchro files
- Other project data

Exclusions

The following items are not included in this scope of services for Phase I Engineering. These items can be added later as additional services with a contract amendment if desired by the City. Alternatively, other items may be included separately in a future scope of services specific to Phase II Engineering.

- Drainage analysis and design, including preparation of an Existing Drainage Plan (EDP), Proposed Drainage Plan (PDP), and Location Drainage Study (LDS) or Location Drainage Technical Memorandum (LDTM)
- Intersection Design Studies (IDS)
- Lighting assessment
- Cross sections analysis and drafting

Phase I – Scope of Services

- Land acquisition services, including appraisals, review appraisals, and negotiations (to be included in Phase II)
- Permitting assistance (to be included in Phase II)
- Geotechnical investigations (to be included in Phase II)
- Phase II Engineering services
- Phase III Engineering services

Exhibit B – Project Schedule

Indian Trail Traffic Signal Modernization/Resurfacing

Phase I Engineering Services

City of Aurora

Legend: ■ Consultant Task ■ City of Aurora Review ■ IDOT Review

Project Schedule

Task Description	2023												2024											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Initiation and Kick-Off			■																					
Data Collection and Survey			■	■																				
Utility Coordination				■							■													
Environmental Studies				■	■	■	■	■	■	■	■	■												
Geometric Studies				■	■	■	■	■	■	■	■	■												
Stakeholder Coordination							■	■																
Project Development Report								■	■	■	■	■	■	■	■	■	■	■	■					
Meetings								■	■	■	■	■	■	■	■	■	■	■	■					
Project Administration and Management								■	■	■	■	■	■	■	■	■	■	■	■					

Milestones

- 1 Environmental Survey Request
- 2 Pref. Improvement Plan
- 3 Environmental Clearances

- 4 Draft PDR
- 5 Final PDR
- * Design Approval

Meetings

- I IDOT
- F FHWA/BDE

Exhibit D – CECS (BLR 05514)

Prime Consultant – Kimley-Horn & Associates, Inc.

Local Public Agency City of Aurora	County Kane and DuPage	Section Number 23-00358-00-TL
Prime Consultant (Firm) Name Kimley-Horn & Assoc., Inc.	Prepared By Jeff Stanko	Date 2/7/2023
Consultant / Subconsultant Name Kimley-Horn & Assoc., 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

Indian Trail Traffic Signal Modernization and Resurfacing (Ohio Street to Pennsbury Lane)

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	194.54%
START DATE	3/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2023		% OF RAISE	2.00%
END DATE	2/28/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2023	7/1/2023	4	16.67%
1	7/2/2023	7/1/2024	12	51.00%
2	7/2/2024	3/1/2025	8	34.68%

The total escalation = 2.35%

Local Public Agency

City of Aurora

County

Kane and DuPage

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Kimley-Horn & Assoc., 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	500	\$0.66	\$327.50
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)	10	\$30.00	\$300.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	1500	\$0.15	\$225.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	150	\$1.50	\$225.00
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)	2	\$150.00	\$300.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	10	\$25.00	\$250.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Data Acquisition (Traffic Counts)	Actual Cost (Submit supporting documentation)	1	\$1,980.00	\$1,980.00
				\$0.00
				\$0.00
				\$0.00

TOTAL DIRECT COSTS: \$3,607.50

DLR 05514 (Rev. 11/04/22)
PROJECT COSTS

Local Public Agency

City of Aurora

County

Kane and DuPage

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Kimley-Horn & Assoc., Inc.

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 - Traffic Study & IDS			Task 3 - Environmental Studies			Task 4 - Geometric Studies			Task 5 - Public Involvement		
		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	78.00	56.0	4.89%	3.81															
Project Manager	78.00	235.0	20.51%	15.99	10	12.50%	9.75	6	5.77%	4.50	12	16.22%	12.65	48	11.01%	8.59	39	30.47%	23.77
Senior Project Engineer	71.03	0.0																	
Project Engineer	65.60	202.0	17.63%	11.56	12	15.00%	9.84	11	10.58%	6.94	19	25.68%	16.84	76	17.43%	11.44	10	7.81%	5.13
Design Engineer 1	34.98	291.0	25.39%	8.88	26	32.50%	11.37	32	30.77%	10.76	27	36.49%	12.76	188	43.12%	15.08	8	6.25%	2.19
Design Engineer 2	37.08	0.0																	
Design Engineer 3	41.42	0.0																	
Design Engineer 4	50.58	309.0	26.96%	13.64	30	37.50%	18.97	55	52.88%	26.75	16	21.62%	10.94	124	28.44%	14.39	35	27.34%	13.83
Senior Landscape Architec	71.29	0.0																	
Senior Designer	45.19	0.0																	
Designer	37.61	0.0																	
Admin. Assistant	39.95	14.0	1.22%	0.49	2	2.50%	1.00												
Secretary/Clerical	30.56	0.0																	
Sr Admin Assistant	56.41	39.0	3.40%	1.92													36	28.13%	15.87
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1146.0	100%	\$56.30	80.0	100.00%	\$50.93	104.0	100%	\$48.95	74.0	100%	\$53.19	436.0	100%	\$49.49	128.0	100%	\$60.77

Local Public Agency

City of Aurora

County

Kane and DuPage

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Kimley-Horn & Assoc., Inc.

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 - PDR			Task 7 - Meetings & Coordination			Task 8 - Admin & Management			Task 9 - QA/QC								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00				8	6.06%	4.73	8	11.11%	8.67	40	100.00%	78.00						
Project Manager	78.00	16	20.00%	15.60	64	48.48%	37.82	40	55.56%	43.33									
Senior Project Engineer	71.03																		
Project Engineer	65.60	16	20.00%	13.12	46	34.85%	22.86	12	16.67%	10.93									
Design Engineer 1	34.98	4	5.00%	1.75	6	4.55%	1.59												
Design Engineer 2	37.08																		
Design Engineer 3	41.42																		
Design Engineer 4	50.58	41	51.25%	25.92	8	6.06%	3.07												
Senior Landscape Architect	71.29																		
Senior Designer	45.19																		
Designer	37.61																		
Admin. Assistant	39.95							12	16.67%	6.66									
Secretary/Clerical	30.56																		
Sr Admin Assistant	56.41	3	3.75%	2.12															
TOTALS		80.0	100%	\$58.51	132.0	100%	\$70.06	72.0	100%	\$69.59	40.0	100%	\$78.00	0.0	0%	\$0.00	0.0	0%	\$0.00

City of Aurora
 Indian Trail Signals and Resurfacing
 Phase I
 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 and Survey											
Project Initiation and File Setup	8			2	2		2		2		
Data Collection	8			2	2		2	2			
Field Visit and Inventory (6 intersections x 2 hrs each x 2 staff)	24						12	12			
Topographic Survey (by HR Green)	16			2	4	6		4			
Plats & Legals (by HR Green)	8			2	2	2	2				
Utility Outreach and Drafting	16			2	2	2	8	2			
SUBTOTALS =	80	\$ 50.00	0	10	12	10	26	20	2	0	0
2 Traffic Counts and Traffic Study											
Traffic Counts (by Gewalt Hamilton)											
Classification TMC for 2 hours in AM and PM peak period	4				1	1		2			
Traffic Analysis											
AM & PM (5 intersections)	60			4	4	8	16	28			
Crash Analysis	40			2	6	16	16				
SUBTOTALS =	104	\$1,980.00	0	6	11	25	32	30	0	0	0
3 Environmental Studies											
PESA (by Huff & Huff)	2				1		1				
Environmental Survey Request											
Prepare ESR sheets, 6 sheets at 8 hrs/sheet	48			8	12	12	16				
Prepare location map, USGS, and Wetland Inventory map	4						4				
Prepare shape files	2						2				
Complete ESR form and submit request	2				2						
Wetland Impact Evaluation	16			4	4	4	4				
SUBTOTALS =	74	\$ -	0	12	19	16	27	0	0	0	0

City of Aurora
 Indian Trail Signals and Resurfacing
 Phase I
 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
4 Geometric Studies											
Intersection Geometry Modifications	24			4	4	4	12				
Plan Sheets (Dual-Pane, Plan on Plan - No Profile View)											
4 sheets resurfacing x 32 hrs/sht	128			16	24	40	48				
ADA Ramp Designs (40 ramps x 4 hrs/ramp)	160			12	24	44	80				
Bus Pad Designs (10 pads x 4 hrs/pad)	40			4	8	12	16				
Typical Sections											
12 Ex Typical Sections x 4 hrs/section	48			8	8	16	16				
Establish PR ROW, Prepare ROW Exhibits and Letters	36			4	8	8	16				
SUBTOTALS =	436	\$ -	0	48	76	124	188	0	0	0	0
5 Public Involvement											
Stakeholder Meetings - 4											
Schedule 4 meetings, prepare attendance sheets	4			2			2				
Prepare meeting notice (1 hr), powerpoint presentation (2 hrs), exhibit boards (1x1 hrs) and meeting summary (1)	20			4		4					12
Attend meetings (2 staff x 2 hrs x 4 meetings)	16			8		8					
Public Meeting											
Compile mailing list (including all adjacent property owners)	4					4					
Preparation of Public Meeting materials											
Notice / Advertising	4			2							2
Meeting Handout	6			2		2					2
Display exhibits (Introduction, Location Map, ADT, Crash Summary, Typical Sections, Preferred Plan, Schedule, etc.)	32			4	4	8	4				12
Audio/visual presentation	8			4							4
Preparation and Attendance at Public Meeting	10										
2 staff x 5 hours x 1 meeting				5		5					
Compile comments and write summary of Public Meeting	4			4							
Prepare disposition of comments and/or draft reponse letters	16			4	4	4	2				2
Provide materials for online outreach	4				2						2
SUBTOTALS =	128	\$ 600.00	0	39	10	35	8	0	0	0	36

City of Aurora
 Indian Trail Signals and Resurfacing
 Phase I
 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
6 Project Development Report (Categorical Exclusion)											
Prepare Draft Project Development Report											
Compile exhibits, correspondence/documentation, and supplements	8			2	2		4				
Write report, proofread, and edit	40			8	8	24					
Combine Draft PDR into Portable Document Format (PDF)	2					2					
Print, bind, and deliver copies of the Draft PDR	4			2		1					1
Prepare Final Project Development Report											
Address comments from draft report and revise exhibits	20			4	4	10					2
Revise PDF of PDR and provide bookmarks	2					2					
Printing, binding and delivery											
Print, bind, and deliver four copies of the Final PDR	4				2	2					
SUBTOTALS =	80	\$ 450.00	0	16	16	41	4	0	0	0	3
7 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							
BDE/FHWA Meeting (2 staff x 4 hours x 1 meeting)	8		4	4							
City Coordination Meetings (2 staff x 1 hours x 8 meetings)	16			8	8						
Subconsultant and Team Correspondence	40			24	16						
Utility Coordination	28			8	6	4	6	4			
Agency Coordination (DuPage, Kane, PACE, KKCOM)	24			12	12						
SUBTOTALS =	132	\$ 227.50	8	64	46	4	6	4	0	0	0
8 Administration and Management											
Administration (4 hrs/month x 18 months)	72		8	40	12				12		
SUBTOTALS =	72	\$ 300.00	8	40	12	0	0	0	12	0	0
9 QA/QC											
Review of milestone submittals - 4 % of total hours	40		40								
SUBTOTALS =	40	\$ -	40	0	0	0	0	0	0	0	0
TOTAL =	1146	\$3,607.50	56	235	202	255	291	54	14	0	39

Sub-Consultant – H.R. Green, Inc.



SCOPE OF SERVICES

For

Indian Trail Traffic Signal Modernization and Resurfacing Phase I Engineering Services

Mr. Jeff Stanko, PE
Senior Project Manager
Kimley-Horn
4201 Winfield Road – Suite 600
Warrenville, Illinois 60555
Phone: 331.300.3462

Anthony P. Simmons, PE
Regional Director
HR Green, Inc.
2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
HR Green Project Number: 2202740

February 2, 2023

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- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN SCOPE OF SERVICES
- 4.0 ITEMS NOT INCLUDED IN SCOPE OF SERVICES/SUPPLEMENTAL SERVICES
- 5.0 SERVICES BY OTHERS
- 6.0 CLIENT RESPONSIBILITIES
- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS



THIS **AGREEMENT/SCOPE OF SERVICES** is between KIMLEY-HORN (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The City of Aurora (CITY) intends to modernize the traffic signals at the following five (5) intersections along Indian Trail: Ohio Street, Felten Road, Stonebridge Boulevard West, Stonebridge Boulevard East and Pennsbury Lane. The project also includes the resurfacing of Indian Trail from Trask Street to Farnsworth Avenue (~2,200 feet) and from Eola Road to approximately 300 feet east of Pennsbury Lane (~1,200 feet), as well as the improvement of 39 sidewalk ramps to meet ADA policy. Some minor land acquisition is anticipated. The CITY has secured STP-L Federal funding for construction of the project. As such, oversight by the Illinois Department of Transportation (IDOT) will be required. The local share of the project will be funded via Motor Fuel Tax (MFT). The CITY anticipates construction will occur in FFY 2026. CLIENT is the prime consultant to the CITY.

In general, this SCOPE OF SERVICES governs the Phase I engineering services to be provided by COMPANY as a subconsultant to CLIENT. These services will include, but are not limited to, field survey and the development of land acquisition documents (plats and legals).

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Manual on Uniform Traffic Control Devices (MUTCD);
- B. IDOT District One Traffic Signal Design Guidelines;
- C. IDOT District One Traffic Signal Specifications;
- D. IDOT BLR Manual (as applicable);
- E. IDOT Standard Specifications for Road and Bridge Construction; and
- F. CLIENT Standard Specifications for Improvements.

2.0 Scope of Services

CLIENT agrees to engage COMPANY to perform the following services:

2.1 Survey Services

A. Right-of-Way Survey

COMPANY will recover right-of-way (ROW) evidence along Indian Trail from Ohio Street to Farnsworth Avenue and verify ROW evidence along Indian Trail from Farnsworth Avenue to Pennsbury Street, a total distance of approximately 2.82 miles. COMPANY will calculate the existing ROW as shown on provided plats of dedication/highways and/or recorded subdivision plats to include on the base map.

B. Topographic Survey

COMPANY will perform a limited roadway topographic survey of only the pavement area (between the curbs) for approximately 3,600 feet of Indian Trail as shown in Exhibits B1

and B2. The topographic survey will include cross-sections at 50-foot intervals. The survey will include visible existing features and improvements within the pavement area. Existing utilities will be surveyed from visible structures or markings based upon above ground evidence only (inverts will not be obtained).

C. Bus Pad Survey

COMPANY will perform a limited topographic survey of the corners for the existing bus pads within the project limits.

D. Traffic Signal Equipment and ADA Ramp Survey

COMPANY will perform a limited topographic survey for a portion of six (6) intersections and thirty-nine (39) corners along Indian Trail at Ohio Street, Trask Street, Felten Road, Stonebridge Boulevard West, Stonebridge Boulevard East, and Pennsbury Lane. The survey will include existing visible features and improvements at each pedestrian crossing, from the edge of pavement to 30 feet along each sidewalk, as well as the existing traffic signal equipment at each intersection. The survey will also include any existing interconnect infrastructure (i.e., handholes) located between the intersections.

E. Topographic Survey Base Map

COMPANY will generate a MicroStation V8i SS10 drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and NAVD88 (US Survey Feet).

F. Plat of Highways

COMPANY will prepare a plat of highways and legal descriptions in accordance with IDOT guidelines for up to 12 parcels of land to be acquired for ROW, permanent easements, or temporary construction easements within the project limits. A boundary survey will be performed as described in the provided title commitments Schedule A, as required to complete the proposed plat of highways. Following construction, each proposed ROW parcel will be monumented with 5/8" steel bars or other suitable markers.

2.2 Constructability Reviews

COMPANY will provide limited review of CLIENT's plans in progress. The purpose of this review will be to identify potential options to facilitate construction and better unit prices. The review will also help to ensure consistency with previous, similar CITY projects and adherence to CITY standards and policies.

2.3 Coordination and Administration

COMPANY will conduct general coordination throughout the project with CLIENT and CITY, as directed by CLIENT. This item includes, but is not limited to telephone and email correspondence, and the filing of information. It is assumed that no in-person meetings will be necessary for this project.

COMPANY will also conduct general project administration throughout the duration of the project, including management and oversight of the project team; periodic review of the

project execution; document control; scope, schedule and budget monitoring; billing and invoicing; contract file management; and preparation of monthly progress reports.

3.0 Deliverables and Schedules Included in this SCOPE OF SERVICES

3.1 The following deliverable(s) will be generated for this project and are included in this SCOPE OF SERVICES:

- A. Topographic Survey Base Map; and
- B. Plat of Highways.

It is assumed that all deliverables will be electronic. CLIENT will be invoiced for any paper copies.

3.2 This SCOPE OF SERVICES is based upon an assumed project duration of 12 months, commencing with COMPANY's receipt of written Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and CITY. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in SCOPE OF SERVICES/Supplemental Services

The following items are not included as part of this SCOPE OF SERVICES:

- A. Tree species identification;
- B. Unmanned Aerial Vehicle (UAV) mission / drone flight for aerial imagery;
- C. Plat of survey/topography;
- D. ROW acquisition services;
- E. Engineering services, other than constructability review;
- F. Public involvement and/or stakeholder outreach;
- G. Construction layout and/or construction observation; and
- H. Attendance at any meetings.

Supplemental services not included in the SCOPE OF SERVICES can be provided by COMPANY under separate AGREEMENT, if desired.

5.0 Services by Others

No services by others will be needed for this project.

6.0 Client Responsibilities

CLIENT will share any existing plans and/or ROW information provided by CITY.

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs



applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 45 days after approval by the City Council, and in accordance with the Illinois Prompt Payment Act.

7.3 Extra Services

Any service required but not included as part of this SCOPE OF SERVICES shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and Materials Not to Exceed, as detailed in Exhibit D.

EXHIBIT B1

Survey limits - Trask to Farnsworth - full topo within resurfacing limits (2,200' +/-)

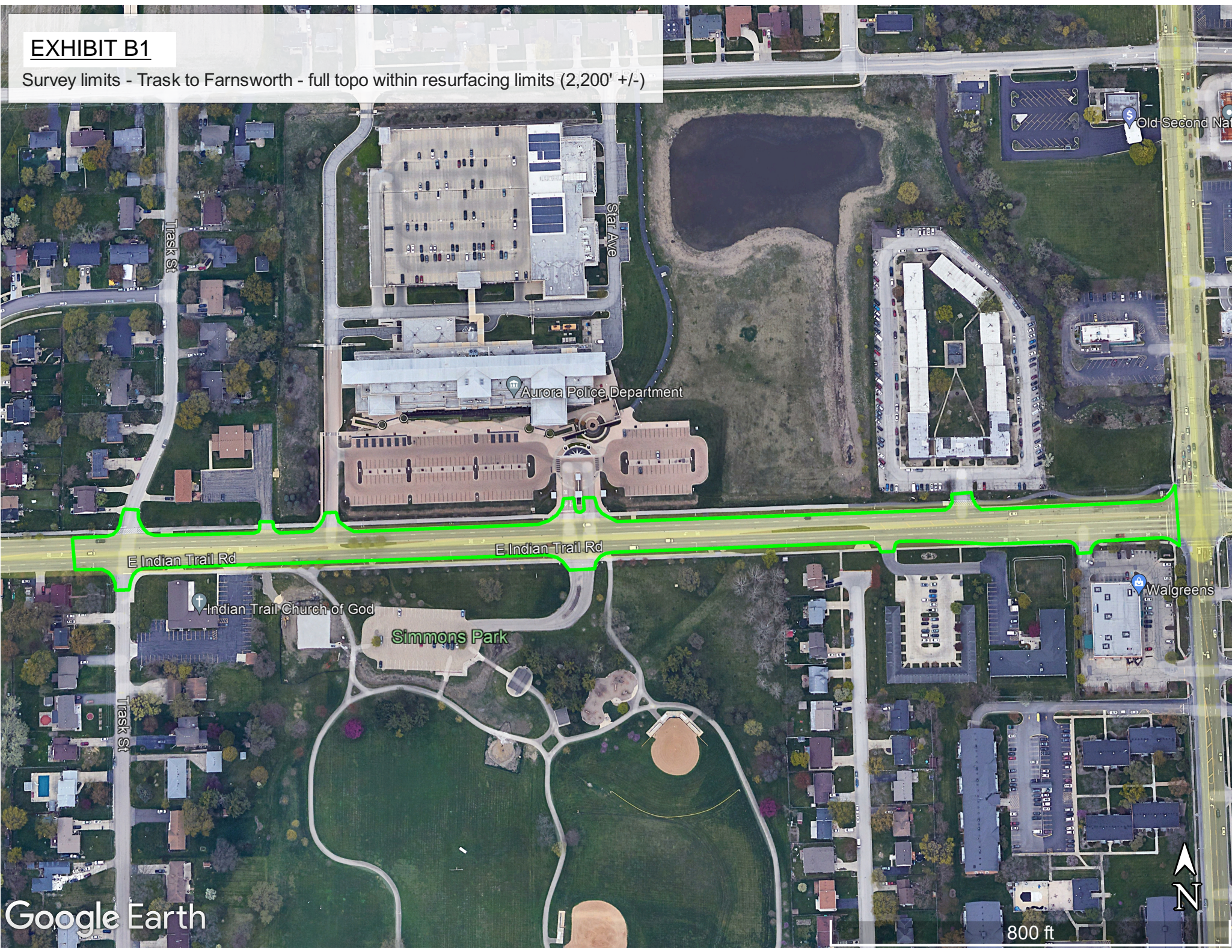
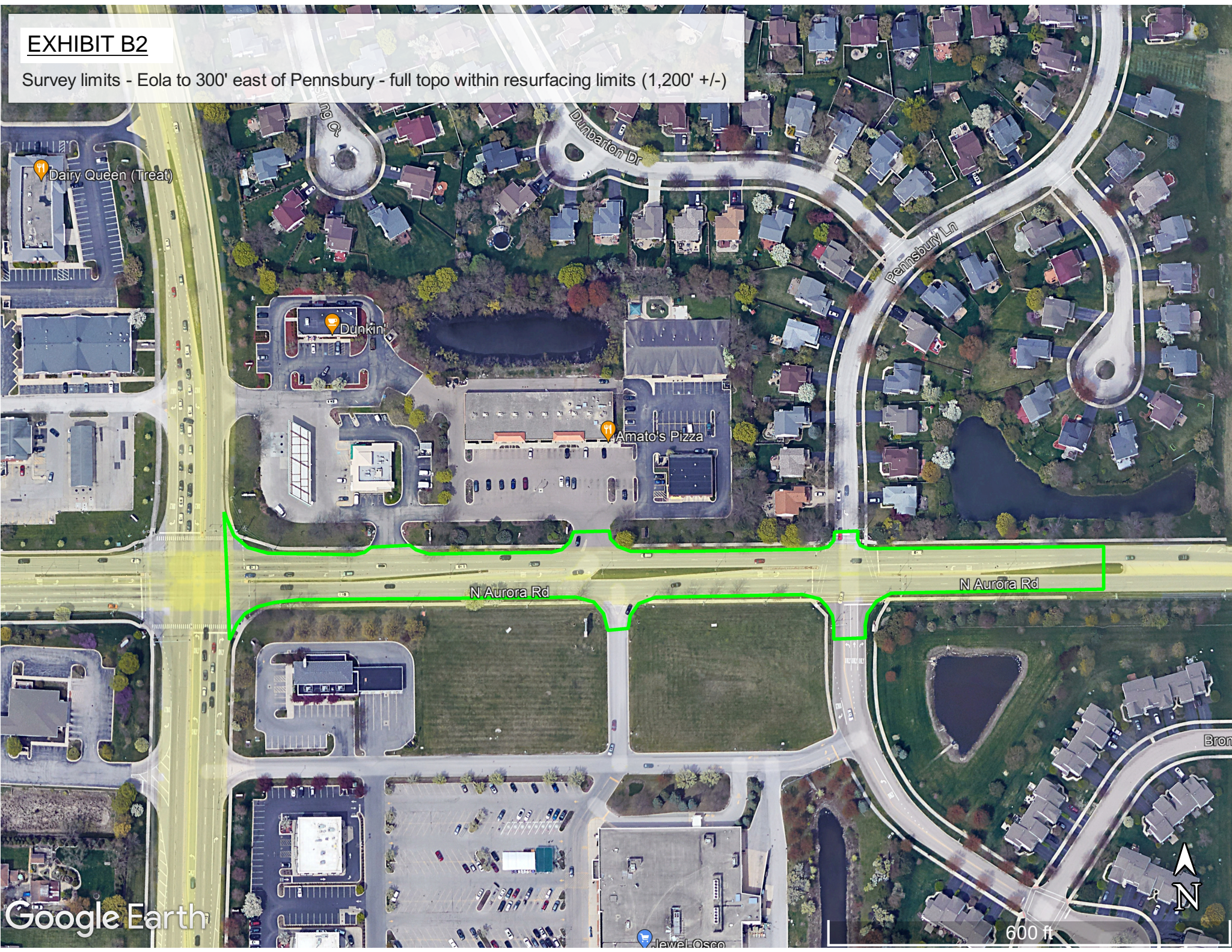


EXHIBIT B2

Survey limits - Eola to 300' east of Pennsbury - full topo within resurfacing limits (1,200' +/-)



Dairy Queen (Treat)

Dunkin'

Amato's Pizza

N Aurora Rd

N Aurora Rd



600 ft

Google Earth

Jewel Oseo



Local Public Agency City of Aurora	County DuPage	Section Number 23-00358-00-TL
Prime Consultant (Firm) Name Kimley-Horn	Prepared By Anthony Simmons, PE	Date 2/2/2023
Consultant / Subconsultant Name HR Green, Inc.	Job Number N/A	

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

Remarks

Phase I engineering services for the modernization of traffic signals and resurfacing along Indian Trail.

PAYROLL ESCALATION TABLE

CONTRACT TERM	24	MONTHS	OVERHEAD RATE	181.58%
START DATE	3/1/2023		COMPLEXITY FACTOR	
RAISE DATE	4/1/2023		% OF RAISE	2.00%
END DATE	2/28/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/1/2023	4/1/2023	1	4.17%
1	4/2/2023	4/1/2024	12	51.00%
2	4/2/2024	3/1/2025	11	47.69%

The total escalation = 2.85%

Local Public Agency

City of Aurora

County

DuPage

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

N/A

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	300	\$0.66	\$196.50
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	30	\$3.00	\$90.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Counts	Actual Cost			\$0.00
Title Commitments	Actual Cost	12	\$650.00	\$7,800.00
Postage	Actual Cost			\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$8,086.50

Local Public Agency

City of Aurora

County

DuPage

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

N/A

**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			2.1A ROW Survey			2.1B Topographic Survey			2.1C Bus Pad Survey			2.1D Traffic Signal/ADA Survey			2.1E Topographic Survey Base Map		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	78.00	8.0	1.80%	1.41															
Group Leader	72.72	16.0	3.60%	2.62	2	3.23%	2.35							4	4.76%	3.46	2	4.76%	3.46
Construction Engineer III	57.77	16.0	3.60%	2.08															
Project Land Surveyor II	50.93	190.0	42.79%	21.80	20	32.26%	16.43	10	25.00%	12.73				10	11.90%	6.06	40	95.24%	48.51
Staff Land Surveyor II	39.82	190.0	42.79%	17.04	40	64.52%	25.69	30	75.00%	29.87	10	100.00%	39.82	70	83.33%	33.19			
Project Coordinator	31.77	24.0	5.41%	1.72															
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TOTALS		444.0	100%	\$46.66	62.0	100.00%	\$44.47	40.0	100%	\$42.60	10.0	100%	\$39.82	84.0	100%	\$42.71	42.0	100%	\$51.97

Local Public Agency

City of Aurora

County

DuPage

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

N/A

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

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	2.1F Plat of Highways			2.2 Constructability Reviews			2.3 Coordination and 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
Regional Director	78.00							8	25.00%	19.50									
Group Leader	72.72	8	5.06%	3.68															
Construction Engineer III	57.77				16	100.00%	57.77												
Project Land Surveyor II	50.93	110	69.62%	35.46															
Staff Land Surveyor II	39.82	40	25.32%	10.08															
Project Coordinator	31.77							24	75.00%	23.83									
TOTALS		158.0	100%	\$49.22	16.0	100%	\$57.77	32.0	100%	\$43.33	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Sub-Consultant – Huff & Huff, Inc. (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



January 5, 2023

via email: Jeff.Stanko@kimley-horn.com

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

**Re: Phase I Environmental Services – City of Aurora QBS 22-103
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.P013139.23**

Dear Mr. Stanko:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to Kimley-Horn and Associates, Inc. (Client) to provide Phase I 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 Frail at both Farnsworth and Eola Roads).

For the current Phase I scope of services, Client has requested environmental services, including completion of a Preliminary Environmental Site Assessment (PESA) and completion of a wetland and surface waters/waterway delineation and associated report, which will be required for the submittal of the Wetland Impact Evaluation (WIE). We understand that Phase II services will be requested separately at an appropriate time to continue with special waste and wetland permitting work as/if necessary.

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, H&H 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.
- H&H will complete field delineations of wetlands and surface waters within the project limits.



- Wetland permitting, mitigation design, and coordination are not included in this scope of services and are typically conducted in Phase II.
- The limits and extent of all proposed work, access, and temporary construction activities will be provided to H&H in electronic format (Shapefiles or MicroStation files) for use in completing all field work and reporting activities in order to ensure that all areas are covered for environmental assessments included within this scope of work.

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

1. SCOPE OF SERVICES

Task 1 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project limits as described above in Section 1. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, *Special Waste*, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.



Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 2 – Wetland and Waterways/Surface Waters Delineation

H&H understands that regulated wetlands and surface waters are potentially located within and/or adjacent to the project limits; the National Wetlands Inventory (NWI) Map depicts two wetlands and two surface waters crossings immediately adjacent to the proposed project limits. H&H. H&H proposes to conduct a wetland and surface water delineation in accordance with:

- The February 25, 2022, edition of the United States Army Corps of Engineers (USACE) Chicago District Nationwide Permit (NWP) Program;
- The USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual); and
- The June 1, 2019, edition of the Kane County Stormwater Management Ordinance (SMO).

The City of Aurora has opted out of the DuPage County Countywide Stormwater and Flood Plain Ordinance and follows the Kane County SMO.

A. Off-site Record/Document Review

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources reviewed and to be used include:

- U.S. Geological Survey Topographic Maps;
- National Wetlands Inventory Maps;
- DuPage County Soil Survey;
- Kane County Soil Survey
- DuPage County Critical Wetland Maps
- Kane County Advanced Identification (ADID) Maps;
- Kane County Fen Watersheds Maps;



- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS, Hydrologic Atlases.

Agricultural land is not located within the proposed project limits. Therefore, completion of a Farmed Wetland Determination (FWD) is not included in this scope.

B. On-Site Investigation (Field Inventory)

H&H proposes to conduct on-site investigations of all potential wetlands and surface waters within the project limits as well as confirm the absence of wetlands if none are present. Proposed services include the identification and delineation of wetlands and surface waters. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. H&H will provide global positioning system (GPS) data for wetland and surface waters boundaries.

C. Wetland Delineation Report

Upon completion of the field delineation, a Wetland Delineation Report will be prepared summarizing the findings of the off-site record/document review and the on-site investigation. This report will be submitted to the Client as a PDF only. H&H will provide Shapefiles and a MicroStation file of the wetland and surface water boundaries. Specific items to be included in the report are as follows:

- Map showing the wetland and waterway boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands and waterways;
- USACE data sheets with FQAs, as required;
- Color photos of the wetlands and data points; and
- Written description of wetland functional classification.

Any impacts to wetlands or surface waters will require permits. H&H understands that wetland permitting will take place during Phase II; therefore, permitting and mitigation design and coordination are not included within this scope of services.

Per the Kane County SMO, delineations are required to be conducted between the last Monday of March and the third Friday of November. The Kane County SMO also requires that FQAs be conducted between June 1 and October 15. The Chicago District USACE general guidance requires that delineations be completed between April 15 and October 15. Delineations conducted outside these timeframes may be considered preliminary and insufficient for permitting purposes. This scope assumes that wetland delineations will be completed between June 1 and October 15 in order to meet both USACE and Kane County SMO requirements.

Task 3 – Wetland Impact Evaluation

This task includes completing and uploading IDOT's Wetland Impact Evaluation (WIE) form, which is required for a complete ESR submittal. H&H will complete the WIE form using wetland and surface water impacts as calculated by the Client. Time under this task does not include preparing the WIE exhibit, which H&H assumes will be prepared and provided by Client.

Task 4 – 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 5 – QA/QC

Time under this task includes QA/QC time for the wetland and PESA 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. PESA and wetland investigations work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval for the PESA. Wetland investigation work will require additional time and will be initiated upon notice to proceed. This scope assumes that wetland delineations will be completed between June 1 and October 15 (2023) in order to meet both USACE and Kane County SMO requirements. The schedule for the submittal of the WIE will be closely coordinated with the Client. Please notify H&H if an expedited schedule is necessary to meet project deadlines.

3. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H’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 H&H. H&H 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 H&H. 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.

Jeremy J. Reynolds, P.G.
Associate Principal

James Novak, P.W.S
Associate Principal



Local Public Agency City of Aurora	County Kane	Section Number 23-00358-00-TL
Prime Consultant (Firm) Name Kimley - Horn & Associates, Inc.	Prepared By LR/JJR	Date 1/5/2023
Consultant / Subconsultant Name Huff & Huff, Inc., a subsidiary of GZA	Job Number TBD	

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

Remarks

Phase I Scope/Fee following Award of QBS 22-103 to K-H.

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS		OVERHEAD RATE	190.00%
START DATE	1/5/2023			COMPLEXITY FACTOR	0
RAISE DATE	3/1/2023			% OF RAISE	2.00%
END DATE	1/4/2024				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/5/2023	3/1/2023	2	16.67%
1	3/2/2023	1/1/2024	10	85.00%

The total escalation = 1.67%

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		TBD

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.67%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Associate Principal III	\$76.69	\$77.97
Associate Principal II	\$69.75	\$70.91
Associate Principal I	\$63.91	\$64.98
Seniort Consultant II	\$77.36	\$78.00
Senior Consultant I	\$43.81	\$44.54
Senior Project Manager III	\$66.11	\$67.21
Senior Project Manager II	\$53.81	\$54.71
Senior Project Manager I	\$50.82	\$51.67
Senior Landscape Architect	\$57.23	\$58.18
Senior Planning PM	\$53.97	\$54.87
Senior Technical Specialist I	\$50.61	\$51.45
Senior Scientist PM II	\$53.71	\$54.61
Senior Technical Scientist	\$51.13	\$51.98
Scientist PM II	\$48.38	\$49.19
Scientist PM I	\$42.00	\$42.70
Assistant PM Scientist	\$35.09	\$35.67
Environmental Engineer PM I	\$46.21	\$46.98
Geotechnical Engineer PM I	\$43.14	\$43.86
Architect PM	\$48.56	\$49.37
Assistant PM Engineert I	\$42.02	\$42.72
Engineer II	\$29.21	\$29.70
Engineer I	\$32.16	\$32.70
Scientist E1	\$29.75	\$30.25
Technical Graphics Technician	\$25.15	\$25.57
Administrative Manager	\$46.64	\$47.42
Senior Administrative Assistant	\$32.81	\$33.36
Lead Word Processor	\$40.46	\$41.13

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		TBD

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Total	0.00	0.00

<p>NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.</p>
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Local Public Agency

City of Aurora

County

Kane

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

TBD

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	120	\$0.66	\$78.60
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	4	\$0.75	\$3.00
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
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Database Package - Corridor (~2.8 miles)	Actual Cost	1	\$450.00	\$450.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$531.60

Local Public Agency

City of Aurora

County

Kane

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

TBD

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
Task 1: PESA	491	46	1,549	2,943	511	0	5,003	36.61%
Task 2: Wetland and Waterway Delineation	41	46	1,589	3,019	524	0	5,132	37.55%
Task 3: WIE	0	5	202	384	67	0	653	4.78%
Task 4: Project Administration	0	2.5	145	275	48	0	468	3.42%
Task 5: QAQC	0	9	581	1,105	192	0	1,878	13.74%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$531.60						\$531.60	3.89%
TOTALS		108.5	4,066	7,726	1,342	-	13,666	96.11%

11,792

Local Public Agency

City of Aurora

County

Kane

Section Number

23-00358-00-TL

Consultant / Subconsultant Name

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Job Number

TBD

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			Task 1: PESA			Task 2: Wetland and Waterway Delineation			Task 3: WIE			Task 4: Project Administration			Task 5: QAQC		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal III	77.97	0.0																	
Associate Principal II	70.91	6.8	6.22%	4.41									0.75	30.00%	21.27	6	66.67%	47.28	
Associate Principal I	64.98	0.8	0.69%	0.45									0.75	30.00%	19.49				
Senior Consultant II	78.00	0.0																	
Senior Consultant I	44.54	0.0																	
Senior Project Manager III	67.21	0.0																	
Senior Project Manager II	54.71	0.0																	
Senior Project Manager I	51.67	0.0																	
Senior Landscape Architect	58.18	0.0																	
Senior Planning PM	54.87	0.0																	
Senior Technical Specialist I	51.45	0.0																	
Senior Scientist PM II	54.61	0.0																	
Senior Technical Scientist	51.98	12.0	11.06%	5.75				7	15.22%	7.91	2	40.00%	20.79			3	33.33%	17.33	
Scientist PM II	49.19	0.0																	
Scientist PM I	42.70	6.0	5.53%	2.36	5	10.87%	4.64						1	40.00%	17.08				
Assistant PM Scientist	35.67	10.0	9.22%	3.29	10	21.74%	7.76												
Environmental Engineer PM I	46.98	0.0																	
Geotechnical Engineer PM I	43.86	0.0																	
Architect PM	49.37	0.0																	
Assistant PM Engineer I	42.72	0.0																	
Engineer II	29.70	0.0																	
Engineer I	32.70	60.0	55.30%	18.08	25	54.35%	17.77	32	69.57%	22.75	3	60.00%	19.62						
Scientist E1	30.25	0.0																	
Technical Graphics Technician	25.57	12.0	11.06%	2.83	5	10.87%	2.78	7	15.22%	3.89									
Administrative Manager	47.42	0.0																	
Senior Administrative Assistant	33.36	1.0	0.92%	0.31	1	2.17%	0.73												
Lead Word Processor	41.13	0.0																	
TOTALS		108.5	100%	\$37.48	46.0	100.00%	\$33.67	46.0	100%	\$34.55	5.0	100%	\$40.41	2.5	100%	\$57.85	9.0	100%	\$64.60

Traffic Counts – Gewalt Hamilton Associates, Inc.

**Proposal for Professional Services
Traffic Data Collection**

Aurora, IL

GHA Proposal No. 2023.D062

Kimley-Horn and Associates, Inc. (Client), 4201 Winfield Road, Suite 600, Warrenville, IL 60555, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is requesting five (5) TMC traffic counts in Aurora, IL.

II. Traffic Data Collection Services

GHA will provide the following services:

A. Turning Movement Count (TMC)

Location(s):

1. Aurora Road & Pennsbury Lane
2. Indian Trail Road & Felten Road
3. Indian Trail Road & Ohio Street
4. Indian Trail Road & West Stonebridge Boulevard
5. Indian Trail Road & West Stonebridge Boulevard

Collection Details

- a. Typical Weekday (Tuesday, Wednesday and/or Thursday)
- b. 4-hours at each location
- c. 7-9AM; 4-6PM CST
- d. Lights / Mediums / Articulated Trucks w/bicycles on roadway
 1. Classification Grouping includes Premium Rate Classification
 2. Bicycles and Pedestrians in Crosswalks are not included.
 3. Bicycles on the Roadway are included.

Deliverable

- a. Data will be processed with a standard processing turnaround time and will be shared with the Client as soon as it is available.

III. Project Schedule

GHA will schedule the work as soon as possible after written authorization to proceed.

IV. Services Not Included

Should additional services be required or expanded beyond those outlined in [Section II: Traffic Data Collection Services](#) of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current [GHA Professional Services Hourly Rate Guide](#).

V. Key Personnel

Mr. William J. Klewin, Director of Data Collection will serve as the Project Manager. Mr. Jarett M. Giesey will serve as the Data Collection Team Leader and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

Item Description	Qty	Unit	Qty	Unit	Total	Unit	Fee	Unit	Fee
A.1 TMC 20-Hours	5	ea	4.0	hr	20.0	hr	\$95.00	hr	\$1,900.00
A.2 Premium Classification - TMC	5	ea	4.0	hr	20.0	hr	\$4.00	hr	\$80.00
Sub-total Professional Service Fees (A):									\$1,980.00
Total for Professional Service Fees:									\$1,980.00

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and to notify the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization of Services

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

Kimley-Horn and Associates, Inc.



William J. Klewin
Director of Data Collection

Daniel Blalock
Civil Analyst

Enc.: https://datalink.miovision.com/data_requests/35380
Attachment A
GHA Hourly Rates

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2023

The following rates will remain in effect until December 31, 2023, at which time they are subject to an annual increase:

PRINCIPAL	\$260.00
CIVIL ENGINEER VI	\$230.00
CIVIL ENGINEER V	\$218.00
CIVIL ENGINEER IV	\$202.00
CIVIL ENGINEER III	\$180.00
CIVIL ENGINEER II	\$170.00
CIVIL ENGINEER I	\$148.00
LAND SURVEYOR IV	\$200.00
LAND SURVEYOR III	\$165.00
LAND SURVEYOR II	\$145.00
LAND SURVEYOR I	\$135.00
GIS PROFESSIONAL III	\$190.00
GIS PROFESSIONAL II	\$156.00
GIS PROFESSIONAL I	\$148.00
ENVIRONMENTAL CONS. I	\$138.00
ENGINEERING TECHNICIAN V	\$210.00
ENGINEERING TECHNICIAN IV	\$160.00
ENGINEERING TECHNICIAN III	\$142.00
ENGINEERING TECHNICIAN II	\$125.00
ENGINEERING TECHNICIAN I	\$ 95.00
ACCOUNTING II	\$ 182.00
ACCOUNTING I	\$ 125.00
ADMINISTRATIVE I	\$ 88.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.