



PROFESSIONAL SERVICES AGREEMENT

For

**Addendum #1
East New York Street - Phase II Engineering**

Timothy V. Weidner, P.E.
Engineering Coordinator
City of Aurora
77 South Broadway Avenue
Aurora, IL 60507
630.256.3202

Mr. Akram Chaudhry, P.E.
Vice President
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2363 Sequoia Drive, Suite 101
Aurora, Illinois 60506
HR Green Project Number: 86140139.01

October 20, 2020

TABLE OF CONTENTS

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



THIS **AGREEMENT** is between CITY OF AURORA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT intends to construct segment of East New York Street from east of Farnsworth Avenue to west of Welsh Drive. The COMPANY is currently under contract to perform the Phase II engineering services. Additional work is being performed which was not anticipated and not provided for in the original contract. This additional work is being performed as an addendum to the original contract but will be considered as a separate contract with the City and not processed through IDOT.

2.0 Scope of Services

The COMPANY agrees to perform the additional scope of services as detailed in **Exhibit A**.

3.0 Deliverables and Schedules Included in this Agreement

The deliverables will remain as detailed in original Agreement and included in Exhibit A.

The project schedule has been revised due to additional time necessary to complete the ROW acquisition process. The remaining milestone submittal dates include the following:

- A. Final plans to the CLIENT and IDOT completed by November 6, 2020. If ROW acquisition is not complete, final plan submittal will be moved to meet IDOT requirements for the March 2021 letting.
- B. Project on IDOT Letting – Targeted for January 2021. If ROW acquisition is not complete, project will be moved to the March 2021 letting.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Items will remain as detailed in original Agreement.

5.0 Services by Others

The following items are included as part of this AGREEMENT:

- Ames Engineering, Inc will revise the roadway lighting design and plans as detailed in their scope of work.

6.0 Client Responsibilities

N/A



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on the average hourly rates included in Average Hourly Project Rate sheets and calculated fee (Cost Plus Fixed Fee) detailed on the Cost Estimate of Consultant's Services (CECS). These average hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) 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 AGREEMENT shall be considered extra services. Extra services will be billed on a Cost Plus Fixed Fee basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed on a Cost Plus Fixed Fee basis with prior approval of the CLIENT.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Cost Plus Fixed Fee with a Not to Exceed fee of **\$94,402.31** as detailed below and attached CECS form

Summary of Costs

See attached CECS form for breakdown of hours and costs.

| Task | Cost |
|-----------------------------------|--------------------|
| Extra Services Provided | \$82,043.24 |
| Roadway Redesign | \$47,700.98 |
| Services Not Provided (Deduction) | (\$35,341.91) |
| TOTAL | \$94,402.31 |

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.



8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

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 the COMPANY. The COMPANY'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 the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere,

or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.37 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY'S services shall be limited to those expressly set forth in this



AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Theodore Hamilton

Theodore Hamilton, PE

Approved by:

Akram Chaudhry

Printed/Typed Name:

Akram Chaudhry, PE

Title: Vice President

Date: 10/20/20

CITY OF AURORA

Accepted by:

Printed/Typed Name:

Title: _____

Date: _____

EXHIBIT A

EAST NEW YORK STREET FARNSWORTH AVENUE TO WELSH DRIVE PHASE II ENGINEERING

SCOPE OF SERVICES

Extra Services Provided

Additional work is being performed which was not anticipated and was not provided for in the original contract.

1. Plat of Highway

The proposed roadway design requires various ROW acquisition and Temporary Construction Easements to build the project. The preparation of plat of highways was not included in the original scope of work. The COMPANY provided the following based on affecting approximately 20 owner's parcels or 30 PIN's.

- Research - Obtained necessary information to complete the project regarding boundaries and rights-of-way.
- Boundary Survey - Boundary survey performed on the 20 subject parcels as described in the provided title commitments Schedule A as required to complete the proposed plat of highways. Preliminary fieldwork was done using subdivision plats and legal descriptions for subject parcels.
- Building and Improvement Survey - COMPANY surveyed the existing buildings located on each affected parcel within the project. A survey including existing fences and visible evidence of right of way occupation was also performed.
- Right-of-Way Survey - COMPANY recovered the existing right-of-way field evidence of East New York Street that may be affected by the right-of-way/easement acquisition. Right-of-way was calculated based upon provided title commitments' supporting documents, and recorded plats of subdivision and dedication.
- Legal Descriptions – COMPANY prepared a legal description for each proposed right-of-way and easement parcel according to IDOT Land Acquisition Manual and City of Aurora standards.
- Plat of Highways - COMPANY prepared a plat of highways for East New York Street. COMPANY prepared the plats and legal descriptions per current IDOT Land Acquisition Manual standards.

2. Topographic Survey

Additional topographic survey was completed in March of 2016 to pick up the newly constructed adjacent segment of roadway.

3. Roadway Design

The CLIENT requested a redesign of the side roads from the original PDR design. The CLIENT has requested changes to the eastern project limit twice which caused geometry redesign.

The CLIENT had requested a conduit to be added to the project for installation of fiber optic in the future. A conduit has been added to the plans as requested.

4. Sanitary Sewer

Additional sanitary sewer design and IEPA permitting was required to provide the required separation from the water main. Additional tasks included layout of sanitary sewer, review of utility conflicts, development of plans, specifications and estimates

and IEPA permit coordination.

5. IDOT Coordination

Additional coordination with IDOT is required for an additional submittal of plans. Due to acquisition of ROW, the project letting is getting delayed. IDOT has requested that a new final plan submittal be made prior to letting for review. COMPANY will submit and revise plans per IDOT comments received.

Roadway Redesign

The roadway is being redesigned from approximately Sta. 109+00 to Sta. 123+00. This redesign will shift the roadway to the north which will eliminate the need for ROW.

1. Roadway Geometric Design

New horizontal and vertical roadway geometrics will be developed. The new alignment will be the blue alignment shown in the exhibit emailed October 14, 2020. This alignment will work better with utilities and locate the road further away from the houses on the north.

2. Roadway Plans

The roadway redesign will impact a number of plan sheets. The following sheets will be revised:

- Summary of Quantity Sheets
- Typical Sections - E New York Street
- Culvert and Storm Sewer Schedule
- Earthwork Schedule
- Watermain Plan and Profiles
- Jointing Plan
- Pavement Marking / Sign Schedule
- Alignment, Ties, and Benchmarks
- Plan and Profiles
- Removal Plans
- Suggested Maintenance of Traffic
- Erosion Control Plans
- Drainage Plan and Profiles
- Intersection Pavement Elevation Plans and ADA Details
- Retaining wall details
- Cross-Sections

3. Watermain

The watermain will generally remain where currently shown in the south parkway. Minor watermain related improvements will include:

- Removing fire hydrant at approximately Sta. 109+60 and relocating it to the north side of the road with a long hydrant lead.
- Moving fire hydrants where the roadway will be relocated and updating crossing locations.

4. Engineer's Opinion of Probable Cost (EOPC)

The revised roadway will result in a change in pay items and quantities. New quantities will be calculated. A revised EOPC will be developed and submitted to the CLIENT and IDOT.

Services Not Provided

Farnsworth Avenue had been improved since the original PDR, there were services included in original scope that were not required to be completed. The services not required include traffic counts, traffic analysis and traffic signal plans were not necessary at the intersection of East New York Street at Farnsworth Avenue.

1. Data Collection

Mechanical and manual traffic counts were not taken at all locations along East New York Street and at the Farnsworth Avenue intersection as proposed.

2. Traffic Analysis

Traffic analysis related tasks for of the East New York Street at Farnsworth Avenue intersection were not completed as part of the work. Traffic projections, capacity analysis and intersection design study for East New York Street at Farnsworth Avenue intersection were not completed due to change in project limits.

3. Traffic Signal Plans

Traffic signal plans were not developed for the East New York Street at Farnsworth Avenue intersection due to change in project limits.

4. QA/QC Services

The QC/QA review proposed by Thomas Engineering Group, Inc. will not be performed and deleted from the contract.

Exhibit B - Phase II Engineering - Addendum #1

Route: East New York Street
 Local Agency: City of Aurora
 Section: 14-00210-02-PV
 Project: M-4003(350)
 Job No. D-91-371-14

| | |
|---|---------|
| *Firm's approved rates on file with IDOT's Bureau of Accounting & Auditing: | |
| Overhead Rate (OH) | 167.79% |
| Complexity Factor (R) | 0.00 |
| Calendar Days | 150 |

Method of Compensation:

- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

Cost Estimate of Consultant's Services in Dollars

| Element of Work | Employee Classification | Man-Hours | Payroll Rate | Payroll Costs (DL) | Overhead* | Services by Others | In-House Direct Costs (IHDC) | Profit | Total |
|---|-------------------------|-------------|--------------|--------------------|--------------------|--------------------|------------------------------|--------------------|----------------------|
| Extra Services Provided | | | | | | | | | |
| Plats of Highways | | 471 | \$42.32 | \$19,932.72 | \$33,445.11 | | | \$7,739.79 | \$61,117.62 |
| Topographic Survey | | 30 | \$43.77 | \$1,313.10 | \$2,203.25 | | | \$509.87 | \$4,026.22 |
| CCDD Certification / Cores | | 4 | \$50.55 | \$202.20 | \$339.27 | | | \$78.51 | \$619.98 |
| Roadway Design | | 60 | \$46.30 | \$2,778.00 | \$4,661.21 | \$300.00 | | \$1,078.68 | \$8,817.89 |
| Sanitary Sewer | | 14 | \$44.76 | \$626.64 | \$1,051.44 | | | \$243.32 | \$1,921.40 |
| IDOT Coordination | | 42 | \$43.02 | \$1,806.84 | \$3,031.70 | | | \$701.59 | \$5,540.12 |
| Sub-total | | 621 | | \$26,659.50 | \$44,731.98 | \$300.00 | \$0.00 | \$10,351.76 | \$82,043.24 |
| Roadway Redesign | | | | | | | | | |
| Roadway Plans | | 334 | \$37.35 | \$12,474.90 | \$20,931.63 | \$150.00 | | \$4,843.95 | \$38,400.48 |
| Watermain Plans and Permitting | | 25 | \$39.01 | \$975.25 | \$1,636.37 | | | \$378.69 | \$2,990.31 |
| Quantities and EOPC | | 16 | \$39.83 | \$637.28 | \$1,069.29 | | | \$247.45 | \$1,954.03 |
| Administration | | 5 | \$70.00 | \$350.00 | \$587.27 | | | \$135.90 | \$1,073.17 |
| Street Lighting Revisions to Plans/Quantities | | 0 | \$0.00 | \$0.00 | \$0.00 | \$3,283.00 | | \$0.00 | \$3,283.00 |
| Sub-total | | 380 | | \$14,437.43 | \$24,224.56 | \$3,433.00 | \$0.00 | \$5,605.99 | \$47,700.98 |
| Total | | 1001 | | \$41,096.93 | \$68,956.54 | \$3,733.00 | \$0.00 | \$15,957.75 | \$129,744.22 |
| Services Not Provided | | | | | | | | | |
| Data Collection | | 32 | | | | | | | (\$3,923.20) |
| Traffic Analysis | | 90 | | | | | | | (\$10,298.41) |
| Traffic Signal Plans | | 198 | | | | | | | (\$21,120.30) |
| Sub-total | | 470 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | (\$35,341.91) |
| Totals | | | | | | | | | \$94,402.31 |

Exhibit C - Phase II Engineering - Addendum #1

Average Hourly Project Rates

Route FAU 1522 (East New York Street)
Section 14-00210-02-PV
County Kane
Job No. D-91-371-14
PTB/Item

Consultant HR Green, Inc.

Date 10/14/20

Sheet 1 **OF** 3

| Payroll Classification | Avg Hourly Rates | Total Project Rates | | | Plats of Highways | | | Topographic Survey | | | CCDD Certification / Cores | | | Roadway Design | | |
|--------------------------|------------------|---------------------|---------|----------|-------------------|---------|----------|--------------------|---------|----------|----------------------------|---------|----------|----------------|---------|----------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Principal | \$70.00 | 12 | 1.22% | 0.86 | 0 | | | 0 | | | 0 | | | 4 | 6.67% | 4.67 |
| Project Director | \$70.00 | 48 | 4.90% | 3.43 | 38 | 8.07% | 5.65 | 0 | | | 1 | 25.00% | 17.50 | 4 | 6.67% | 4.67 |
| Project Manager | \$49.72 | 17 | 1.73% | 0.86 | 0 | | | 0 | | | 0 | | | 0 | | |
| Project Engineer II | \$44.08 | 198 | 20.20% | 8.90 | 8 | 1.70% | 0.75 | 12 | 40.00% | 17.63 | 3 | 75.00% | 33.06 | 40 | 66.67% | 29.38 |
| Staff Engineer II | \$29.11 | 148 | 15.10% | 4.40 | 0 | | | 0 | | | 0 | | | 0 | | |
| Senior Design Technician | \$37.95 | 114 | 11.63% | 4.41 | 0 | | | 0 | | | 0 | | | 12 | 20.00% | 7.59 |
| Project Land Surveyor II | \$43.58 | 313 | 31.94% | 13.92 | 295 | 62.63% | 27.30 | 18 | 60.00% | 26.15 | 0 | | | 0 | | |
| Staff Land Surveyor | \$31.29 | 130 | 13.27% | 4.15 | 130 | 27.60% | 8.64 | 0 | | | 0 | | | 0 | | |
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| TOTALS | | 980 | 100% | \$40.93 | 471 | 100% | \$42.32 | 30 | 100% | \$43.77 | 4 | 100% | \$50.55 | 60 | 100% | \$46.30 |

Exhibit C - Phase II Engineering - Addendum #1

Average Hourly Project Rates

Route FAU 1522 (East New York Street)
 Section 14-00210-02-PV
 County Kane
 Job No. D-91-371-14
 PTB/Item 0

Consultant HR Green, Inc.

Date 10/14/20

Sheet 2 OF 3

| Payroll Classification | Avg Hourly Rates | Sanitary Sewer | | | IDOT Coordination | | | Roadway Plans | | | Watermain Plans and Permitting | | | Quantities and EOPC | | |
|--------------------------|------------------|----------------|---------|-----------|-------------------|---------|-----------|---------------|---------|-----------|--------------------------------|---------|-----------|---------------------|---------|-----------|
| | | 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 | \$70.00 | 0 | | | 8 | 19.05% | 13.33 | 0 | | | 0 | | | 1 | 6.25% | 4.38 |
| Project Director | \$70.00 | 2 | 14.29% | 10.00 | 0 | | | 3 | 0.90% | 0.63 | 0 | | | 1 | 6.25% | 4.38 |
| Project Manager | \$49.72 | 0 | | | 0 | | | 17 | 5.09% | 2.53 | 0 | | | 0 | | |
| Project Engineer II | \$44.08 | 8 | 57.14% | 25.19 | 16 | 38.10% | 16.79 | 98 | 29.34% | 12.93 | 13 | 52.00% | 22.92 | 6 | 37.50% | 16.53 |
| Staff Engineer II | \$29.11 | 2 | 14.29% | 4.16 | 16 | 38.10% | 11.09 | 124 | 37.13% | 10.81 | 6 | 24.00% | 6.99 | 8 | 50.00% | 14.56 |
| Senior Design Technician | \$37.95 | 2 | 14.29% | 5.42 | 2 | 4.76% | 1.81 | 92 | 27.54% | 10.45 | 6 | 24.00% | 9.11 | 0 | | |
| Project Land Surveyor II | \$43.58 | 0 | | | 0 | | | 0 | | | 0 | | | 0 | | |
| Staff Land Surveyor | \$31.29 | 0 | | | 0 | | | 0 | | | 0 | | | 0 | | |
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| TOTALS | | 14 | 100% | \$44.76 | 42 | 100% | \$43.02 | 334 | 100% | \$37.35 | 25 | 100% | \$39.01 | 16 | 100% | \$39.83 |

Exhibit C - Phase II Engineering - Addendum #1

Average Hourly Project Rates

Route FAU 1522 (East New York Street)
 Section 14-00210-02-PV
 County Kane
 Job No. D-91-371-14
 PTB/Item 0

Consultant HR Green, Inc.

Date 10/14/20

Sheet 3 OF 3

| Payroll Classification | Avg Hourly Rates | Administration | | | | | | | | | | | | | | |
|--------------------------|------------------|----------------|---------|-----------|-------|---------|-----------|-------|---------|-----------|-------|---------|-----------|-------|---------|-----------|
| | | 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 | \$70.00 | 5 | 100.00% | 70.00 | | | | | | | | | | | | |
| Project Director | \$70.00 | 0 | | | | | | | | | | | | | | |
| Project Manager | \$49.72 | 0 | | | | | | | | | | | | | | |
| Project Engineer II | \$44.08 | 0 | | | | | | | | | | | | | | |
| Staff Engineer II | \$29.11 | 0 | | | | | | | | | | | | | | |
| Senior Design Technician | \$37.95 | 0 | | | | | | | | | | | | | | |
| Project Land Surveyor II | \$43.58 | 0 | | | | | | | | | | | | | | |
| Staff Land Surveyor | \$31.29 | 0 | | | | | | | | | | | | | | |
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| TOTALS | | 5 | 100% | \$70.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 | 0 | 0% | \$0.00 |

DIRECT COSTS AND SERVICES BY OTHERS

Extra Services Provided

Roadway Design

Services by Others - Printing

Plans and Specs to CLIENT and IDOT - Bond Copies

\$300.00

Sub-Total

\$300.00

Roadway Redesign

Roadway Plans

Services by Others - Printing

Plans to CLIENT and IDOT - Bond Copies

\$150.00

Sub-Total

\$150.00

Street Lighting Revisions to Plans/Quantities

Services by Others - Ames Engineering

Plans to CLIENT and IDOT - Bond Copies

\$3,283.00

Sub-Total

\$3,283.00

Total Services by Others

\$3,733.00

Project: New York St.
City of Aurora
AEI Ref. # 2019-09 (Supplement)

October 19, 2020

Ames Engineering, Inc. (AEI) will be the sub-consultant to HR Green to provide street lighting PS&E and to provide CADD services for the above project.

Scope of Work – Lighting

Ames Engineering, Inc. (AEI) scope of services consists of updating lighting plans for New York St. between sta. 112+20 and sta. 117+75, updating the cost estimate and performing photometric calculations for the revised lighting configuration. The work will include the following items:

1. Update General Notes, Legend and Schedule of Quantities
2. Update Proposed Lighting Plans
3. Update Wiring Diagram/Load table
4. Provide Electrical Detail sheet for median pole
5. Photometric Calculations
6. Update Voltage Drop Calculations
7. Update Engineers Cost Estimate
8. QA/QC
9. Project management and administration

Items not included in scope:

1. Additional hours will be required if changes to geometry are made after the final plan submittal.

Items to be furnished to AEI:

1. Base sheets in dgn format.
2. All underground utilities (dgn format).
3. Electronic files (dgn format) of proposed roadway geometry, alignment shall be provided by the Prime.

Project: New York St.
City of Aurora
AEI Ref. # 2019-09 (Supplement)

October 19, 2020

Manhour Estimate - Lighting

| Item | Task | Hours |
|-------------|---|--------------|
| 1. | Update General Notes, Legend and Schedule of Quantities | 2 |
| 2. | Update Proposed Lighting Plan (1 sheet @ 8 hrs./sheet) | 8 |
| 3. | Update Wiring Diagram/Load Table (1 sheet) | 4 |
| 4. | Provide Electrical Detail sheet (1 sheet @ 1hr /sheet) | 1 |
| 5. | Photometric Calculations (median mounted) | 4 |
| 6. | Update Voltage Drop Calculations | 2 |
| 7. | Update Engineer's Cost Estimate | 2 |
| 8. | QA/QC | 1 |
| 9. | Project management and administration | 1 |

Total 25



Project: New York St.
City of Aurora
AEI Ref. # 2019-09 (Supplement)

October 19, 2020

Direct Cost Estimate – Lighting

- In-House Miscellaneous: \$ 100

CADD Hrs: 10 x \$10/hr = \$ 100

TOTAL \$ 100.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

Bureau of Design and Environment
Prepared By: Consultant

FIRM AMES Engineering, Inc.
PTB-ITEM # 191-Local Roads
PRIME/SUPPLEMENT Supplement

OVERHEAD RATE 114.39%
COMPLEXITY FACTOR 0

DATE 10/19/20

| DBE DROP BOX | ITEM | MANHOURS (A) | PAYROLL (B) | OVERHEAD & FRINGE BENF (C) | DIRECT COSTS (D) | FIXED FEE (E) | SERVICES BY OTHERS (G) | DBE TOTAL (H) | TOTAL (B-G) | % OF GRAND TOTAL |
|--------------------|-------------------------|---------------------|--------------------|-------------------------------------|------------------------|---------------------|---------------------------------|---------------------|--------------------|------------------------|
| DBE | Lighting | 25 | 1,291 | 1,477 | 100 | 415 | | 3,283 | 3,283 | 100.00% |
| | | | - | - | | - | | - | - | |
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| | Subconsultant DL | | | | | 0 | | | - | 0.00% |
| | TOTALS | 25 | 1,291 | 1,477 | 100 | 415 | - | 3,283 | 3,283 | 100.00% |

2,768

DBE 100.00%

The subconsultant fee has been adjusted due to 15% fixed fee cap.

AVERAGE HOURLY PROJECT RATES

FIRM AMES Engineering, Inc.
PTB-ITEM# 191-Local Roads
PRIME/SUPPLEMENT Supplement

DATE 10/19/20

SHEET 1 OF 1

| PAYROLL CLASSIFICATION | AVG HOURLY RATES | TOTAL PROJ. RATES | | | Lighting | | | | | | | | | | | |
|---------------------------|------------------------|-------------------|------------|-------------|----------|------------|-------------|-------|------------|-------------|-------|------------|-------------|-------|------------|-------------|
| | | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg | Hours | % Part. | Wgtd Avg |
| Sr Electrical Engineer | 58.17 | 10.0 | 40.00% | 23.27 | 10 | 40.00% | 23.27 | | | | | | | | | |
| Project Engineer | 52.18 | 10.0 | 40.00% | 20.87 | 10 | 40.00% | 20.87 | | | | | | | | | |
| CADD Technician | 37.55 | 5.0 | 20.00% | 7.51 | 5 | 20.00% | 7.51 | | | | | | | | | |
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| TOTALS | | 25.0 | 100% | \$51.65 | 25.0 | 100.00% | \$51.65 | 0.0 | 0% | \$0.00 | 0.0 | 0% | \$0.00 | 0.0 | 0% | \$0.00 |

COMPANY NAME: AMES Engineering, Inc.

 PTB NUMBER: N/A - East New York Street (Supplement)

 TODAY'S DATE: 10/19/2020

| ITEM | ALLOWABLE | UTILIZE W.O. ONLY | QUANTITY J.S. ONLY | CONTRACT RATE | TOTAL |
|--|---|----------------------|-----------------------|------------------|-----------------|
| Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | \$0.00 | \$0.00 |
| Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost (Up to state rate maximum) | | | \$0.00 | \$0.00 |
| Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD) | Actual cost | | | \$0.00 | \$0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval | | | \$0.00 | \$0.00 |
| Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD) | Up to state rate maximum | | | \$0.000 | \$0.00 |
| Vehicle Owned or Leased | \$32.50/half day (4 hours or less) or \$65/full day | | | \$0.00 | \$0.00 |
| Vehicle Rental | Actual cost (Up to \$55/day) | | | \$0.00 | \$0.00 |
| Tolls | Actual cost | | | \$0.00 | \$0.00 |
| Parking | Actual cost | | | \$0.00 | \$0.00 |
| Overtime | Premium portion (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Shift Differential | Actual cost (Based on firm's policy) | | | \$0.00 | \$0.00 |
| Overnight Delivery/Postage/Courier Service | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Copies of Deliverables/Mylars (In-house) | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Copies of Deliverables/Mylars (Outside) | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Project Specific Insurance | Actual cost | | | \$0.00 | \$0.00 |
| Monuments (Permanent) | Actual cost | | | \$0.00 | \$0.00 |
| Photo Processing | Actual cost | | | \$0.00 | \$0.00 |
| 2-Way Radio (Survey or Phase III Only) | Actual cost | | | \$0.00 | \$0.00 |
| Telephone Usage (Traffic System Monitoring Only) | Actual cost | | | \$0.00 | \$0.00 |
| CADD | Actual cost (Max \$15/hour) | X | 10 | \$10.00 | \$100.00 |
| Web Site | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Advertisements | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Public Meeting Facility Rental | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Public Meeting Exhibits/Renderings & Equipment | Actual cost (Submit supporting documentation) | | | \$0.00 | \$0.00 |
| Recording Fees | Actual cost | | | \$0.00 | \$0.00 |
| Transcriptions (specific to project) | Actual cost | | | \$0.00 | \$0.00 |
| Courthouse Fees | Actual cost | | | \$0.00 | \$0.00 |
| Storm Sewer Cleaning and Televising | Actual cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 | \$0.00 |
| Traffic Control and Protection | Actual cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 | \$0.00 |
| Aerial Photography and Mapping | Actual cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 | \$0.00 |
| Utility Exploratory Trenching | Actual cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 | \$0.00 |
| Testing of Soil Samples* | Actual cost | | | \$0.00 | \$0.00 |
| Lab Services* | Actual cost (Provide breakdown of each cost) | | | \$0.00 | \$0.00 |
| Equipment and/or Specialized Equipment Rental* | Actual cost (Requires 2-3 quotes with IDOT approval) | | | \$0.00 | \$0.00 |
| | | | | \$0.00 | \$0.00 |
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| | | | | \$0.00 | \$0.00 |
| TOTAL DIRECT COST | | | | | \$100.00 |

*If other allowable costs are needed and not listed, please add in the above spaces provided.

LEGEND

W.O. = Work Order

J.S. = Job Specific