


Local Public Agency City of Aurora	<b>LOCAL AGENCY</b>	 <b>Illinois Department of Transportation</b>  <b>Preliminary Engineering Services Agreement For Federal Participation</b>	<b>CONSULTANT</b>	Consultant Civiltech Engineering, Inc.
County Kane				Address Two Pierce Place, Suite 1400
Section 19-00331-00-SP				City Itasca
Project No. 6V9T(950)				State IL
Job No. P-91-026-20				Zip Code 60143
Contact Name/Phone/E-mail Address Bob Greene (630) 256-3200 rgreene@aurora-il.org				Contact Name/Phone/E-mail Address James R. Woods, P.E., PTOE (630) 735-3942 jwoods@civiltechinc.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

#### Project Description

Name Farnsworth Avenue Route FAP 0360 Length 0.10 mi Structure No. \_\_\_\_\_  
Termini at Marhsall Boulevard and Illinois Prairie Path

Description Phase I Engineering for Highway Safety Improvement Program (HSIP) project to install barrier medians for pedestrian refuge islands to cross the north leg of the Farnsworth Ave/Marshall Blvd intersection and the Farnsworth Ave/Illinois Prairie Path crossing. Rapid Rectangular Flashing Beacons (RRFBs) will be installed at Marshall Blvd and modernized at the Illinois Prairie Path crossing.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 540 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A 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.
- That the ENGINEER is qualified technically and is entirely 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 herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. 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 STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- 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 me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - 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
  - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - have 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,
  - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - ☐ Design and/or approve cofferdams and superstructure shop drawings.
  - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - ☒ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
  - ☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

## II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee      ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or  
                                 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where:      DL = Direct Labor  
                 IHDC = In House Direct Costs  
                 OH = Consultant Firm's Actual Overhead Factor  
                 R = Complexity Factor

Specific Rate              ☐ (Pay per element)

Lump Sum                ☐ \_\_\_\_\_

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and 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 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **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 the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- 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 STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any 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 DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by 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 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

## III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, 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 and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE 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.
4. 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 not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, 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 STATE; 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 STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 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 State 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other 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 a contract or grant of \$5,000 or more from the State, as defined in 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 the 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 five (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 of maintaining 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 by,
- 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.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. 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 DOT assisted contracts. 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.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

#### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	\$31,096.50
Sub-Consultants:	TIN Number	Agreement Amount
Compass Surveying, Ltd.	36-3211988	\$5,187.80
Huff & Huff, Inc.	36-3044842	\$5,842.00
Sub-Consultant Total:		\$11,029.80
Prime Consultant Total:		\$31,096.50
Total for all Work:		\$42,126.30

Executed by the LPA:

City of Aurora

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

City of Aurora Clerk

Title: Mayor, City of Aurora

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A - Preliminary Engineering Cost Estimate of Consultant Services

Route: Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements  
 Local Agency: City of Aurora  
 Section: 19-00331-00-SP  
 Project: 6V9T(950)  
 Job No: P-91-026-20

\*Firm's **approved rates** on file with IDOT's  
 Bureau of Accounting and Auditing:

Overhead Rate (OH)	1.1636
Complexity Factor (R)	0
Calendar Days	540

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) + 1.5(DL) + IHDC]  
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]  
 Specific Rate ☐  
 Lump Sum ☐

See Exhibit A-1 for a Detailed Scope of Services.

See Exhibit A-2 for a Workhour Summary.

See Exhibit A-3 for a Direct Cost and Subconsultant Summary.

See Exhibit A-4 and A-5 for Subconsultant Scopes and Fee Estimates.

### Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Workhours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Data Collection and Early Coordination						\$ -	\$ 52.20	\$ 7.57	\$ 59.77
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	4	\$ 57.60	\$ 230.40	\$ 268.09			\$ 72.28	\$ 570.77
	Engineer V	12	\$ 42.67	\$ 512.04	\$ 595.81			\$ 160.64	\$ 1,268.49
	Design Engineer I	14	\$ 29.72	\$ 416.08	\$ 484.15			\$ 130.53	\$ 1,030.76
	Senior Design Technician	4	\$ 39.25	\$ 157.00	\$ 182.69			\$ 49.25	\$ 388.94
Field Survey and Preparation of Base CAD File						\$ 5,187.80	\$ -	\$ -	\$ 5,187.80
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	0	\$ 57.60	\$ -	\$ -			\$ -	\$ -
	Engineer V	6	\$ 42.67	\$ 256.02	\$ 297.90			\$ 80.32	\$ 634.24
	Design Engineer I	4	\$ 29.72	\$ 118.88	\$ 138.33			\$ 37.30	\$ 294.50
	Senior Design Technician	4	\$ 39.25	\$ 157.00	\$ 182.69			\$ 49.25	\$ 388.94
Pavement Investigation						\$ -	\$ -	\$ -	\$ -
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	0	\$ 57.60	\$ -	\$ -			\$ -	\$ -
	Engineer V	0	\$ 42.67	\$ -	\$ -			\$ -	\$ -
	Design Engineer I	0	\$ 29.72	\$ -	\$ -			\$ -	\$ -
	Senior Design Technician	0	\$ 39.25	\$ -	\$ -			\$ -	\$ -

## Preliminary Engineering Cost Estimate of Consultant Services EXHIBIT A

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Workhours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Crash Analysis						\$ -	\$ -	\$ -	\$ -
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	2	\$ 57.60	\$ 115.20	\$ 134.05			\$ 36.14	\$ 285.39
	Engineer V	2	\$ 42.67	\$ 85.34	\$ 99.30			\$ 26.77	\$ 211.41
	Design Engineer I	0	\$ 29.72	\$ -	\$ -			\$ -	\$ -
	Senior Design Technician	0	\$ 39.25	\$ -	\$ -			\$ -	\$ -
Geometric Studies						\$ -	\$ -	\$ -	\$ -
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	0	\$ 57.60	\$ -	\$ -			\$ -	\$ -
	Engineer V	8	\$ 42.67	\$ 341.36	\$ 397.21			\$ 107.09	\$ 845.66
	Design Engineer I	30	\$ 29.72	\$ 891.60	\$ 1,037.47			\$ 279.71	\$ 2,208.78
	Senior Design Technician	8	\$ 39.25	\$ 314.00	\$ 365.37			\$ 98.51	\$ 777.88
Wetlands Investigations						\$ -	\$ -	\$ -	\$ -
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	2	\$ 57.60	\$ 115.20	\$ 134.05			\$ 36.14	\$ 285.39
	Engineer V	2	\$ 42.67	\$ 85.34	\$ 99.30			\$ 26.77	\$ 211.41
	Design Engineer I	0	\$ 29.72	\$ -	\$ -			\$ -	\$ -
	Senior Design Technician	0	\$ 39.25	\$ -	\$ -			\$ -	\$ -
Preliminary Environmental Site Assessment						\$ 5,842.00	\$ -	\$ -	\$ 5,842.00
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	0	\$ 57.60	\$ -	\$ -			\$ -	\$ -
	Engineer V	2	\$ 42.67	\$ 85.34	\$ 99.30			\$ 26.77	\$ 211.41
	Design Engineer I	0	\$ 29.72	\$ -	\$ -			\$ -	\$ -
	Senior Design Technician	0	\$ 39.25	\$ -	\$ -			\$ -	\$ -
Draft Project Development Report						\$ -	\$ 94.60	\$ 13.72	\$ 108.32
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	10	\$ 57.60	\$ 576.00	\$ 670.23			\$ 180.70	\$ 1,426.94
	Engineer V	24	\$ 42.67	\$ 1,024.08	\$ 1,191.62			\$ 321.28	\$ 2,536.98
	Design Engineer I	26	\$ 29.72	\$ 772.72	\$ 899.14			\$ 242.42	\$ 1,914.28
	Senior Design Technician	20	\$ 39.25	\$ 785.00	\$ 913.43			\$ 246.27	\$ 1,944.70
Agency Coordination						\$ -	\$ 17.40	\$ 2.52	\$ 19.92
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	4	\$ 57.60	\$ 230.40	\$ 268.09			\$ 72.28	\$ 570.77
	Engineer V	10	\$ 42.67	\$ 426.70	\$ 496.51			\$ 133.87	\$ 1,057.07
	Design Engineer I	0	\$ 29.72	\$ -	\$ -			\$ -	\$ -
	Senior Design Technician	0	\$ 39.25	\$ -	\$ -			\$ -	\$ -

**Preliminary Engineering Cost Estimate of Consultant Services  
EXHIBIT A**

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Workhours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Stakeholder Coordination and Public Involvement						\$ -	\$ 1,469.40	\$ 213.06	\$ 1,682.46
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	4	\$ 57.60	\$ 230.40	\$ 268.09			\$ 72.28	\$ 570.77
	Engineer V	12	\$ 42.67	\$ 512.04	\$ 595.81			\$ 160.64	\$ 1,268.49
	Design Engineer I	18	\$ 29.72	\$ 534.96	\$ 622.48			\$ 167.83	\$ 1,325.27
	Senior Design Technician	10	\$ 39.25	\$ 392.50	\$ 456.71			\$ 123.14	\$ 972.35
Final Project Development Report						\$ -	\$ 94.60	\$ 13.72	\$ 108.32
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	8	\$ 57.60	\$ 460.80	\$ 536.19			\$ 144.56	\$ 1,141.55
	Engineer V	12	\$ 42.67	\$ 512.04	\$ 595.81			\$ 160.64	\$ 1,268.49
	Design Engineer I	12	\$ 29.72	\$ 356.64	\$ 414.99			\$ 111.89	\$ 883.51
	Senior Design Technician	8	\$ 39.25	\$ 314.00	\$ 365.37			\$ 98.51	\$ 777.88
Meetings and Coordination						\$ -	\$ 52.20	\$ 7.57	\$ 59.77
	Senior Project Manager	0	\$ 70.00	\$ -	\$ -			\$ -	\$ -
	Project Manager	6	\$ 57.60	\$ 345.60	\$ 402.14			\$ 108.42	\$ 856.16
	Engineer V	6	\$ 42.67	\$ 256.02	\$ 297.90			\$ 80.32	\$ 634.24
	Design Engineer I	4	\$ 29.72	\$ 118.88	\$ 138.33			\$ 37.30	\$ 294.50
	Senior Design Technician	0	\$ 39.25	\$ -	\$ -			\$ -	\$ -
<b>Totals</b>		<b>298</b>		<b>\$ 11,729.58</b>	<b>\$ 13,648.54</b>	<b>\$ 11,029.80</b>	<b>\$ 1,780.40</b>	<b>\$ 3,937.99</b>	<b>\$ 42,126.30</b>

**Preliminary Engineering Cost Estimate of Consultant Services  
EXHIBIT A**



**Farnsworth Ave. at Marshall Blvd. and Illinois Prairie Path Segment/Intersection Improvements**  
**Phase I Engineering**  
**City of Aurora, Illinois**  
**Section No. 19-00331-00-SP**

**Exhibit A-1: Detailed Scope of Services**

The Highway Safety Improvement Program (HSIP) is a core federal-aid program aimed at significantly reducing fatal and serious injury crashes on all public roadways. The City successfully applied for and received \$390,000 of HSIP funding for the improvement of the crossings of Farnsworth Avenue at Marshall Boulevard and at the Illinois Prairie Path. These funds are programmed to enhance pedestrian and cyclist safety by installing pedestrian refuge islands at these locations together with Rectangular Rapid Flash Beacon installations (RRFBs).

HSIP funds are a Federal source and thus the project must be reviewed and approved by Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets. The Phase I Engineering Study for this project will include environmental and location-design studies which are needed to develop and refine proposed pedestrian crosswalks with refuge islands and rectangular rapid flash beacons, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public. The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan which minimizes impacts to adjacent properties and which fulfills all of the requirements for processing and funding this project by the City of Aurora, IDOT, and the Federal Highway Administration (FHWA).

A project kick-off meeting was held with IDOT on November 27, 2019 in order to properly scope this Phase I study. Following are the highlights of the meeting:

- IDOT concurred with the scope of construction work.
- IDOT stated that this should be processed as a State-Approved Categorical Exclusion.
- IDOT stated that a Project Development Report (PDR) needs to be prepared, using BLR 22211.
- IDOT stated that an Environmental Survey Request (ESR) needs to be submitted for a Cultural Resources Review at a minimum, and possibly for Wetlands/Biological if there are wetlands within 250 feet of the project limits.
- IDOT stated that 3R design guidelines should be followed.
- IDOT stated that the City will need to prepare a Preliminary Environmental Site Assessment (PESA).
- IDOT stated that the City should anticipate at least one FHWA/IDOT/Local Agency meeting.
- IDOT listed out the elements that need to be included in the Phase I Documentation. These include BLR 22211; Location Map; Existing and Proposed Typical Sections; Geometric Layout Plan; Crash Analysis; Preliminary Cost Estimate; IDOT Kick-Off Meeting Minutes; FHWA Meeting Minutes; Local Agency PESA Cover Page; Cultural Resources Clearance; Biological/Wetlands

Clearance (if necessary); Public Involvement; Design Variances (if necessary); Fox Valley Park District Coordination; Any Commitments.

Specifically, the following items are anticipated as part of this project:

**Item 1 – Data Collection and Early Coordination** – This work item will include collecting and reviewing available existing information such as existing roadway plans, public and private utility atlases, right-of-way data, digital aerial photography for use at a 1"=50' scale. As part of this task, we will perform project area reconnaissance and prepare a photolog. A Project Program Information (PPI) Form will be completed and/or updated per IDOT requirements. An Environmental Survey Request (ESR) will be submitted for Cultural resources review only.

**Item 2 - Field Survey and Base CAD File** – In order to develop accurate construction costs a complete design topographic survey will be conducted from 100 feet south of the Prairie Path crossing to 100 feet north of the Marshall Boulevard. This survey will include standard topographic information, cross sections and a drainage and utility survey for the full existing right-of-way. The preparation of the base sheets and "plotting" of all existing utilities within the project limits. Existing cross section information will be generated from the survey data to aid in the review of the existing profile and completion of the drainage or grading analysis.

We propose to use Compass Surveying as a subconsultant to conduct the field survey for this project. Compass Surveying's scope and fee estimate is provided in **Exhibit A-4**.

**Item 3 – Crash Analysis** – In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review crash data for the study area to document collision patterns. Therefore, we will obtain five years of crash data for each intersection. These reports will be reviewed and collision diagrams and summary tables will be developed. A written memorandum will be prepared based on analysis results. Note that per City staff, crash data, collision diagrams, and summary tables are already available from the HSIP application process. IDOT concurred that this information can be inserted into the Phase I documentation. Therefore this item only includes limited time to summarize that information for incorporation into the Phase I documentation.

**Item 4 – Geometric Studies** – Conceptual plans illustrating preliminary geometrics will be developed for the pedestrian refuge islands. The geometric concept design will be prepared on 50-scale aerial photography base sheets. Autoturn will be used. The geometric plan will include pavement markings, signage, the rectangular rapid flash beacons, and limits of improvements for the sidewalks to meet ADA guidelines. The design will meet City of Aurora and IDOT design criteria or, where not feasible, justifications for design deviations will be developed. We will also coordinate with the Fox Valley Park District and their consultant to ensure that the design is compatible with their planned re-alignment of the Illinois Prairie Path. The roadway work will be designed using the Park District's realignment plans. No work outside the roadway right-of-way is anticipated, and it is assumed that Section 4(f)

coordination will not be required. A construction cost estimate will be prepared based on the preliminary geometrics.

**Item 5 – Wetlands Investigations** – Based on a review of the U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) Map and aerial imagery, it is not anticipated that wetlands will be present within the project limits. After completing a more thorough review of online databases, and a field visit, Civiltech will prepare a letter stating that there are no wetlands within the project limits.

**Item 6 – Preliminary Environmental Site Assessment** – As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the project area that may result in the need for further environmental investigation. Since the proposed improvements are not along roadways under the jurisdiction of IDOT, the special waste investigation will need to be performed by the local agency or consultant.

First, a preliminary Special Waste Screening will be conducted to see if there are any properties that have the potential for environmental concerns. If there are properties with the potential for environmental concern, a Preliminary Environmental Site Assessment (PESA) will be conducted. Based on the findings of the PESA, a Preliminary Site Investigation (PSI) may be necessary for parcels of serious concern. Due to the existing land uses along the corridors, it is anticipated that a PESA will be required. If a PSI is necessary, it will be performed as part of a separate, future Phase II Engineering project.

We propose Huff & Huff/GZA, Inc. as a subconsultant to perform the environmental studies for this project. Civiltech will coordinate with the subconsultant and will review the PESA report. H&H/GZA's proposal is provided in **Exhibit A-5**.

**Item 7 – Draft Project Development Report** – Per the IDOT kick-off meeting discussions, it is anticipated that the results of the environmental process will be a determination that the proposed improvement will in fact cause no significant environmental impacts and thus would meet Categorical Exclusion (CE) requirements. It is anticipated that this project will be a State Approved CE, and therefore this work task will involve integration of project data and engineering studies into a Draft Project Development Report that meets requirements as contained in BLR Form 22211.

Specifically this work item will include the following:

- a. Prepare report exhibits, including a location map, a land use exhibit, a maintenance of traffic (MOT) exhibit, and existing and proposed typical sections exhibits.
- b. Prepare a detailed construction cost estimate for proposed improvements.
- c. Write, proofread and edit the Draft PDR.
- d. Print, bind and deliver Draft PDR to the City for review.
- e. Revise Draft PDR based on City comments.
- f. Print, bind and deliver Draft PDR to IDOT for review.
- g. Attend review meeting with IDOT and City if required. Write minutes.

**Item 8 – Agency Coordination** – The efficiency and timeliness of executing a project often can hinge on the level and frequency of coordination with IDOT staff. In order to avoid delays and costly multiple design revisions, we believe it will be helpful to have short but regular coordination meetings with IDOT, some of which may occur via phone. An initial “kick-off” meeting where all parties make commitments to adhere to the project schedule, follow up with quarterly meetings with staff to keep them up to date on the project’s progress, and to resolve any design or review questions is included in Item 1. This item includes one FHWA/IDOT/Local Public Agency (LPA) meeting (agenda, handouts, attendance, minutes).

**Item 9 – Stakeholder Coordination and Public Involvement** – The purpose of the public involvement process is to promote a proactive and responsive approach that seeks the input of all concerned stakeholders at key points in the project decision making process. Given the crash history and relatively high-profile nature of these locations, a public hearing is recommended, even if not required. The scope includes the necessary tasks required to conduct a formal public hearing in an open house format.

- Preparation of public hearing newspaper advertisements
- Preparation of public hearing brochure, comment forms and sign-in sheets
- Preparation of public hearing exhibits
- Revisions based on City review of materials.
- Attendance at public hearing
- Preparation of meeting hearing and disposition of comments

**Item 10 – Final Project Development Report** – Based on the outcome of the draft report review and agency input, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

- a. Revise Draft PDR exhibits.
- b. Revise construction cost estimate for proposed improvements.
- c. Revise Draft PDR report, proofread and edit.
- d. Print, bind and deliver Pre-Final PDR Report.
- e. Revise Pre-Final PDR exhibits.
- f. Revise construction cost estimate for proposed improvements.
- g. Revise Pre-Final PDR report, proofread and edit.
- h. Print, bind and deliver Final PDR Report.

**Item 11 – Meetings and Coordination** – This item covers bi-weekly e-mail status updates to the City, in-house coordination meetings, and monthly invoicing.

**Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements Phase I**  
**City of Aurora**

**Exhibit A-2 - Workhour Summary**

Work Item and Sub-items	Staff Classifications & Workhours					Total Workhours
	Senior Project Manager	Project Manager	Engineer V	Design Engineer I	Senior Design Technician	

<b>Item 1 - Data Collection and Early Coordination</b>						
a. Collect plans, atlases, digital aerial photography.			2	2		4
b. Perform field visit and prepare photo log.			2	2		4
c. IDOT kick-off meeting. Prepare, attend, write minutes.						0
d. Prepare and submit IDOT PPI form.		2	2	2		6
e. Prepare and submit an ESR for Cultural review.		2	6	8	4	20
<b>Subtotal:</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>14</b>	<b>4</b>	<b>34</b>

<b>Item 2 - Field Survey and Preparation of Base CAD File</b>						
<i>Topo Survey by Compass Surveying, Inc.</i>						
a. Civiltech coordination with subconsultant.			2			2
b. Processing of topo data and preparation of CAD file.			4	4	4	12
<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>14</b>

**Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements Phase I**  
**City of Aurora**

**Exhibit A-2 - Workhour Summary**

Work Item and Sub-items		Staff Classifications & Workhours					Total Workhours
		Senior Project Manager	Project Manager	Engineer V	Design Engineer I	Senior Design Technician	
Item 3 - Crash Analysis							
a.	Obtain five years of crash data.						0
b.	Prepare collision diagrams and tables.						0
c.	Evaluate crash patterns.						0
d.	Write memorandum.		2	2			4
Subtotal:		0	2	2	0	0	4
Item 4 - Geometric Studies							
a.	Prepare preliminary geometrics.			4	14	8	26
b.	Prepare construction cost estimate.			4	16		20
Subtotal:		0	0	8	30	8	46
Item 5 - Wetlands Investigations							
a.	Prepare letter indicating no wetlands present.		2	2			4
Subtotal:		0	2	2	0	0	4
Item 6 - Preliminary Environmental Site Assessment							
	PESA by Huff & Huff						0
a.	Civiltech coordination with subconsultant.			2			2
Subtotal:		0	0	2	0	0	2

**Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements Phase I  
City of Aurora**

**Exhibit A-2 - Workhour Summary**

Work Item and Sub-items		Staff Classifications & Workhours					Total Workhours
		Senior Project Manager	Project Manager	Engineer V	Design Engineer I	Senior Design Technician	
Item 7 - Draft Project Development Report							
a.	Prepare exhibits.		2	4	8	10	24
b.	Prepare construction cost estimate.		2	6	6		14
c.	Write Draft PDR.		2	6	6		14
d.	Print, Bind, Deliver Draft PDR to City.					2	2
e.	Revise Draft PDR based on City comments.		2	6	6	6	20
f.	Print, Bind, Deliver Draft PDR to IDOT.					2	2
g.	Attend review meeting with IDOT and City.		2	2			4
Subtotal:		0	10	24	26	20	80
Item 8 - Agency Coordination							
a.	FHWA/IDOT/Local Agency Coordination meeting.		4	10			14
Subtotal:		0	4	10	0	0	14
Item 9 - Stakeholder Coordination and Public Involvement							
a.	Prepare newspaper ads.				2		2
b.	Prepare brochure, comment forms, sign-in sheets.			2	2	2	6
c.	Prepare exhibits.			2	8	6	16
d.	Revise materials based on City comments.			2	2	2	6
d.	Attend public hearing.		2	4	4		10
e.	Prepare meeting summary and address comments.		2	2			4
Subtotal:		0	4	12	18	10	44

**Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements Phase I**  
**City of Aurora**

**Exhibit A-2 - Workhour Summary**

Work Item and Sub-items		Staff Classifications & Workhours					Total Workhours
		Senior Project Manager	Project Manager	Engineer V	Design Engineer I	Senior Design Technician	
Item 10 -	Final Project Development Report						
a.	Revise Draft PDR exhibits.		2	2	2	2	8
b.	Revise Draft Construction Cost Estimate.			2	2		4
c.	Revise Draft PDR text.		2	2	2		6
d.	Print, Bind, Deliver Pre-Final PDR.					2	2
e.	Revise Pre-Final PDR exhibits.		2	2	2	2	8
f.	Revise Pre-Final Construction Cost Estimate.			2	2		4
g.	Revise Pre-Final PDR text.		2	2	2		6
h.	Print, Bind, Deliver Final PDR.					2	2
Subtotal:		0	8	12	12	8	40
Item 11 -	Meetings and Coordination						
a.	Bi-weekly status updates to City.		2	2	2		6
b.	In-house coordination.		2	2	2		6
c.	Monthly invoicing.		2	2			4
Subtotal:		0	6	6	4	0	16
Total:		0	40	96	108	54	298
% of Workours:		0.00%	13.42%	32.21%	36.24%	18.12%	



Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements Phase I  
City of Aurora

**Exhibit A-3 - Summary of In-House Direct & Subconsultant Costs**

Item No.	Work Item	In-House Direct Cost	Sub-Consultant Cost
<b>Item 1 - Data Collection and Early Coordination</b>			
	Mileage: 1 trip @ 60 mi./round trip @ \$0.58/mi.	\$34.80	
	Mileage: 1 trip @ 30 mi./round trip @ \$0.58/mi.	\$17.40	
	<b>Item 1 Subtotal</b>	<b>\$52.20</b>	
<b>Item 2 - Field Survey and Preparation of Base CAD File</b>			
	Sub-Consultant: Compass Surveying, Inc.		\$5,187.80
	<b>Item 2 Subtotal</b>		<b>\$5,187.80</b>
<b>Item 6 - Preliminary Environmental Site Assessment</b>			
	Sub-Consultant: Huff & Huff/GZA		\$5,842.00
	<b>Item 7 Subtotal</b>		<b>\$5,842.00</b>
<b>Item 7 - Draft Project Development Report</b>			
	Mileage: 1 trip @ 30 mi./round trip @ \$0.58/mi.	\$17.40	
	Printing: 250 8"x11" pages @ \$0.10/ea.	\$25.00	
	Mileage: 3 trips @ 30 mi./round trip @ \$0.58/mi.	\$52.20	
	<b>Item 8 Subtotal</b>	<b>\$94.60</b>	

**Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path Segment/Intersection Improvements Phase I  
City of Aurora**

**Exhibit A-3 - Summary of In-House Direct & Subconsultant Costs**

<b>Item No.</b>	<b>Work Item</b>	<b>In-House Direct Cost</b>	<b>Sub-Consultant Cost</b>
<b>Item 8 - Agency Coordination</b>			
	<b>Mileage:</b> 1 trip @ 30 mi./round trip @ \$0.58/mi.	\$17.40	
	<b>Item 9 Subtotal</b>	<b>\$17.40</b>	
<b>Item 9 - Stakeholder Coordination and Public Involvement</b>			
	<b>Court Reporter</b>	\$500.00	
	<b>Advertisements:</b> (2 newspapers x 2 ads at \$200/each)	\$800.00	
	<b>Mileage:</b> 3 trips @ 60 mi./round trip @ \$0.58/mi.	\$104.40	
	<b>Printing:</b> 100 11"x17" pages @ \$0.15/ea.	\$15.00	
	<b>Printing:</b> 50 22"x34" sheets @ \$1.00/ea.	\$50.00	
	<b>Item 10 Subtotal</b>	<b>\$1,469.40</b>	
<b>Item 10 - Final Project Development Report</b>			
	<b>Mileage:</b> 1 trip @ 30 mi./round trip @ \$0.58/mi.	\$17.40	
	<b>Printing:</b> 250 8"x11" pages @ \$0.10/ea.	\$25.00	
	<b>Mileage:</b> 3 trips @ 30 mi./round trip @ \$0.58/mi.	\$52.20	
	<b>Item 11 Subtotal</b>	<b>\$94.60</b>	
<b>Item 11 - Meetings and Coordination</b>			
	<b>Mileage:</b> 3 trips @ 30 mi./round trip @ \$0.58/mi.	\$52.20	
	<b>Item 12 Subtotal</b>	<b>\$52.20</b>	
<hr/>			
	<b>Total In-House Direct Costs:</b>	<b>\$1,780.40</b>	-
	<b>Total Subconsultant Costs:</b>	-	<b>\$11,029.80</b>
	<b>TOTAL IN-HOUSE DIRECT &amp; SUBCONSULTANT COSTS:</b>	<b>\$12,810.20</b>	

**Exhibit A-4**

Subconsultant Scope and Fee Estimate

Field Survey

Compass Surveying, Ltd.



November 1, 2019

Via e-mail: [JWoods@civiltechinc.com](mailto:JWoods@civiltechinc.com)

Mr. James R. Woods, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, IL 60143

RE: Proposal for Professional Land Surveying Services  
Farnsworth/Marshall/Prairie Path - Aurora, Illinois  
Compass Proposal Number: 19-653

Dear Jim:

Thank you for the opportunity to provide this proposal for Professional Land Surveying Services. Compass Surveying Ltd will prepare the following services as requested in your October 28, 2019 email:

Surface Topo	\$3,455.99
Topo "follow-up"	\$1,731.81

At this time, we can provide preliminary review copies within approximately 3 – 4 weeks from authorization to proceed, weather permitting. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

To indicate your authorization of this proposal, please sign the acceptance block below and return via e-mail to [admin@clsurveying.com](mailto:admin@clsurveying.com) or via fax to 630-820-7030. This proposal is valid for 45 days.

Yours truly,

A handwritten signature in black ink, appearing to read "S. Krebs".

Scott C. Krebs, PLS  
Vice President

SCK/ hmb  
Attachment(s)

Accepted By: \_\_\_\_\_

(Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYROLL ESCALATION TABLE**  
**ANNIVERSARY RAISES**  
**COST PLUS FIXED FEE**

**FIRM NAME**  
**PRIME/SUPPLEMENT**

Compass Surveying Ltd  
Civiltech Engineering

**DATE**  
**PTB NO.**

11/01/19

**CONTRACT TERM**  
**START DATE**  
**RAISE DATE**

12 **MONTHS**  
2/1/2020  
**ANNIVERSARY**

**OVERHEAD RATE**  
**COMPLEXITY FACTOR**  
**% OF RAISE**

163.39%  
3.00%

**ESCALATION PER YEAR**

**DETERMINE THE MID POINT OF THE AGREEMENT**

**6**

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

**1.50%**

**The total escalation for this project would be:      1.50%**

## PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PTB NO.

Compass Surveying Ltd DATE  
Civiltech Engineering

11/01/19

ESCALATION FACTOR

0.00%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
PLS	\$59.00	\$59.00
Project Manager	\$53.15	\$53.15
Party Chief	\$29.76	\$29.76
Instrument Person	\$19.56	\$19.56
CAD Technician	\$27.35	\$27.35
Admin	\$32.45	\$32.45

**Subconsultants**

FIRM NAME \_\_\_\_\_  
PRIME/SUPPLEMENT \_\_\_\_\_  
PSB NO. \_\_\_\_\_

DATE 11/01/19

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00







**FIRM** Compass Surveying Ltd  
**PTB** PRIME/SUPPLEMENT Civiltech Engineering

**SHEET 2 OF 5**

Page 1 of 1  
Printed 11/1/2019 3:11 PM  
**PREPARED BY THE CONSULTANT**  
BDE 3604 Template  
(Rev. 10/31/16)



**FIRM** Compass Surveying Ltd  
**PTB**  
**PRIME/SUPPLEMENT** Civiltech Engineering

**SHEET 1 OF 5**

BDE 3604 Template  
(Rev. 10/31/16)

**FIRM** Compass Surveying Ltd  
**PTB**  
**PRIME/SUPPLEMENT** Civiltech Engineering

**SHEET 2 OF 5**

Page 1 of 1  
Printed 11/1/2019 3:10 PM  
**PREPARED BY THE CONSULTANT**  
BDE 3604 Template  
(Rev. 10/31/16)



**2019**  
**BILLING RATES**

<u>Description</u>	<u>Hourly Rate</u>
Principal (Deposition / Expert Testimony)	\$250.00
Principal	\$150.00
Professional Land Surveyor (Deposition / Expert Testimony)	\$200.00
Professional Land Surveyor	\$125.00
Senior Project Manager	\$120.00
Project Manager	\$100.00
1 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$130.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$170.00
2 Person Survey Crew* (Includes Robotic Total Station or GPS receivers)	\$186.00
Overtime includes Monday – Friday after 8 hours & Saturdays	\$230.00
3D Scanning* (Includes Scanner, operator, vehicle, all equipment and insurance):	
	Half Day (4 hours) \$1,250.00
	Full Day (8 hours) \$2,000.00
Note: Hourly rate for scanning beyond 4 or 8 hours	\$250.00
Visualization Modeling	\$120.00
CAD Technician	\$100.00
Secretarial Services (typing of legal descriptions, reports, benchmark lists)	\$ 65.00
Reimbursable Expenses:	
Overnight Delivery (Local)	\$20.00/Package
Federal Express	Varies by location
Black/White (Bond) copies 11"x17"	\$3.50/sheet
Black/White copies (Bond) 24"x36"	\$4.00/sheet

***\*Charged Portal – To – Portal***

**FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE**

MEASURING THE WORLD AROUND SINCE 1983

**Exhibit A-5**

Subconsultant Scope and Fee Estimate

Preliminary Environmental Site Assessment

Huff & Huff/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



November 19, 2019

Mr. James Woods, P.E., PTOE  
Project Manager  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

via email: [jwoods@civiltechinc.com](mailto:jwoods@civiltechinc.com)

**Re: Phase I Engineering Environmental Services  
Farnsworth Avenue at Marshall Boulevard and Illinois Prairie Path  
Aurora, Kane County, Illinois  
Proposal No. 81.PT00145.20**

Dear Mr. Woods:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. (GZA), is pleased to present Civiltech Engineering, Inc. (Client) with this proposal to provide environmental services for the City of Aurora's (City) Farnsworth Avenue Segment/Intersection Improvements, Marshall Boulevard to Illinois Prairie Path Phase I Engineering Services Project (Farnsworth at Marshall and Prairie Path Project). Proposed services include: Preliminary Environmental Site Assessment (PESA) and National Environmental Policy Act (NEPA) support services. This proposal presents our Project Understanding, Scope of Services, Level of Effort and Schedule, and Acceptance for completing the project. Costs, and Terms and Conditions are presented as attachments.

**1. PROJECT UNDERSTANDING**

H&H/GZA understands that the Farnsworth at Marshall and Prairie Path Project is located in the City of Aurora, Kane County, Illinois and is under City of Aurora's jurisdiction. Farnsworth Avenue is a major arterial and has an Average Daily Traffic of 25,000 approximately. Farnsworth Avenue is a 5-lane section at Marshall Boulevard with a northbound left turn lane and a 4-lane section at Illinois Prairie Path. The existing speed limit on Farnsworth Avenue is 35mph.

The City would like to improve this segment of Farnsworth Avenue to enhance safety aspects for all road users, and specifically for all pedestrians and bicyclists who cross at Marshall Boulevard and Illinois Prairie Path.

In preparing this proposal, H&H/GZA has made the following assumptions:

- The City is expecting the project to be completed under applicable Illinois Department of Transportation (IDOT) guidelines and processed as a Categorical Exclusion (CE) with the preparation of a Project Development Report (PDR);
- The project is a state funded or state pass-through funded project and must comply with the Illinois Interagency Wetland Policy Act of 1989 (IWPA);
- There are no wetlands, waterways, or surface waters located within or adjacent to the Project Corridor; and
- Wetland delineation, permitting and mitigation coordination is not included in this scope of work.





## 2. SCOPE OF SERVICES

### Task 1: Preliminary Environmental Site Assessment (PESA)

H&H/GZA will conduct a PESA for the **local roads portions** of the Project Corridor. This 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;
- IDOT 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; and
- Public Act 96-1416.

#### A. Historical Research

The Project Corridor 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 Project Corridor will be evaluated. A site walkover of potential right-of-way (ROW)/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the Project Corridor. 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 will also be evaluated in accordance with ASTM protocols.

#### C. Records Review

A records review will be conducted to determine potential environmental concerns within the Project Corridor. This 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 limits of the Project Corridor. Specifically, H&H/GZA 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 Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

#### D. Report Preparation

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

- The project location and description;
- Historical uses of Project Corridor;
- The area geology and hydrology;
- The environmental status of sites adjacent to the Project Corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, hazardous waste, and PCBs;
- An analysis of the site inspection; and



- A summary of the findings regarding environmental concerns. The Potentially Impacted Properties (PIPs) will be assessed, per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris (CCDD) management and in general conformation with IDOT memorandums.

**Task 2: Project Management**

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

**Task 3: QA/QC**

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the reports as described above.



### 3. LEVEL OF EFFORT AND SCHEDULE

The fee for the proposed scope of services is included on the attached IDOT cost plus fixed fee (CPFF) worksheets. PESA work will commence within five business days of authorization to proceed, or as requested by Client. The target completion date is six weeks from the date of the authorization to proceed. Completion of the Wetland Screening is within four weeks of authorization to proceed. If an expedited schedule is necessary, H&H/GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

#### A. Conditions of Engagement

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

### 4. ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H/GZA. 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) 684-4425 with any questions.

Very truly yours,  
**Huff & Huff, Inc.**

Baron H. Stuedemann, P.E., P.W.S.  
Associate Principal

Attachments: Terms and Conditions

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

### Including Site Investigation, Remediation, Geotechnical, Construction, And Testing

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

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

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - b. H&H warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. H&H will submit invoices monthly, and Client will forward to Prime within 30 days of invoice date. Client payment to H&H is due within 20 days of receipt of payment from Prime. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
  - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to indemnify and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;



- (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.
11. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of



probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**12. Changed Conditions.**

- a. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

**13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

**15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**16. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

**18. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.



- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**20. Miscellaneous.**

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

## PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
PRIME/SUPPLEMENT  
Prepared By

Huff & Huff, Inc.  
Civiltech Engineering  
MTW/BHS

DATE 11/19/19  
PTB-ITEM# 0

CONTRACT TERM 6 MONTHS  
START DATE 12/1/2019  
RAISE DATE 3/1/2020  
END DATE 5/31/2020

OVERHEAD RATE 174.01%  
COMPLEXITY FACTOR 0  
% OF RAISE 3%

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	12/1/2019	3/1/2020	3	50.00%
1	3/2/2020	6/1/2020	3	51.50%

---

The total escalation = 1.50%



## PAYROLL RATES

FIRM NAME Huff & Huff, Inc. DATE 11/19/19  
PRIME/SUPPLEMENT Civiltech Engineering  
PTB-ITEM # 0

ESCALATION FACTOR 1.50%

Note: Rates should be capped on the AVG 1 tab as necessary

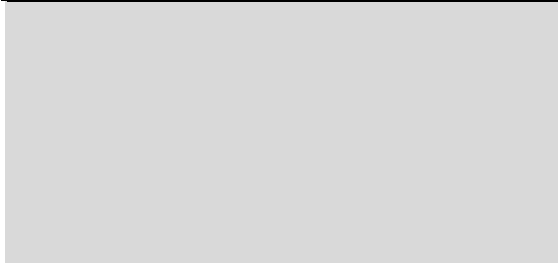
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$72.80	\$73.89
Associate Principal II	\$75.00	\$76.13
Associate Principal I	\$62.63	\$63.57
Senior Consultant	\$69.44	\$70.48
Senior Project Manager III	\$60.73	\$61.64
Senior Project Manager II	\$46.64	\$47.34
Senior Project Manager I	\$45.12	\$45.80
Senior Landscape Architect	\$52.74	\$53.53
Senior Planning PM	\$51.48	\$52.25
Senior Geologist PM	\$47.33	\$48.04
Senior Technical Specialist	\$46.14	\$46.83
Senior Scientist PM II	\$48.58	\$49.31
Senior Scientist PM I	\$45.62	\$46.30
Senior Technical Scientist	\$44.24	\$44.90
Technical Graphics Technic	\$23.34	\$23.69
Scientist PM II	\$43.85	\$44.51
Engineer PM I	\$38.50	\$39.08
Assistant PM Engineer I	\$35.13	\$35.66
Engineer I	\$31.88	\$32.36
Assistant PM Scientist	\$31.50	\$31.97
Scientist E2	\$24.62	\$24.99
Administrative Managers	\$42.04	\$42.67
Senior Administrative Assist	\$29.53	\$29.97

## Subconsultants

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT Civiltech Engineering  
PTB-ITEM # 0

DATE 11/19/19

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------



Total 0.00 0.00

# COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment  
Prepared By: Consultant  
**DATE** 11/19/19

**FIRM** Huff & Huff, Inc.  
**PTB-ITEM #** 0  
**PRIME/SUPPLEMENT** Civiltech Engineering

**OVERHEAD RATE** 174.01%  
**COMPLEXITY FACTOR** 0

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
	1. PESA	38	1,310	2,280	299	485	0	-	4,374	74.87%
	2. PM	5	249	433	0	92	0	-	774	13.25%
	3. QA/QC	4	223	388	0	83	0	-	694	11.88%
	Subconsultant DL					0			-	
	<b>TOTALS</b>	47	1,782	3,101	299	660	-	-	5,842	100.00%

4,883

**DBE 0.00%**

# AVERAGE HOURLY PROJECT RATES

**FIRM** Huff & Huff, Inc.  
**PTB-ITEM#** 0  
**PRIME/SUPPLEMENT** Civiltech Engineering

**DATE** 11/19/19

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. PESA			2. PM			3. 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	70.00	0.0																	
Associate Principal II	70.00	0.0																	
Associate Principal I	63.57	4.0	8.51%	5.41	1	2.63%	1.67	1	20.00%	12.71	2	50.00%	31.78						
Senior Consultant	70.48	0.0																	
Senior Project Manager III	61.64	0.0																	
Senior Project Manager II	47.34	0.0																	
Senior Project Manager I	45.80	0.0																	
Senior Landscape Architect	53.53	0.0																	
Senior Planning PM	52.25	0.0																	
Senior Geologist PM	48.04	7.0	14.89%	7.15	5	13.16%	6.32				2	50.00%	24.02						
Senior Technical Specialist	46.83	0.0																	
Senior Scientist PM II	49.31	0.0																	
Senior Scientist PM I	46.30	4.0	8.51%	3.94				4	80.00%	37.04									
Senior Technical Scientist	44.90	0.0																	
Technical Graphics Technic	23.69	2.0	4.26%	1.01	2	5.26%	1.25												
Scientist PM II	44.51	0.0																	
Engineer PM I	39.08	0.0																	
Assistant PM Engineer I	35.66	0.0																	
Engineer I	32.36	0.0																	
Assistant PM Scientist	31.97	30.0	63.83%	20.41	30	78.95%	25.24												
Scientist E2	24.99	0.0																	
Administrative Managers	42.67	0.0																	
Senior Administrative Assist	29.97	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		47.0	100%	\$37.92	38.0	100.00%	\$34.48	5.0	100%	\$49.76	4.0	100%	\$55.80	0.0	0%	\$0.00	0.0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF DIRECT COSTS**

Project: Civiltech - Farnsworth/Marshall Aurora, Illinois

				<u><b>DIRECT</b></u>
<b><i>Task 01 - PESA</i></b>				
Trips - Company	44 miles	x	1 x \$ 0.580	= \$ 25.52
Tolls			4 x \$ 0.900	= \$ 3.60
Federal Express			1 x \$ 20.00	= \$ 20.00
Records Search			1 x \$ 250.00	= \$ 250.00
<hr/>			0 x \$ -	= \$ -
<b>Task Total</b>				<b>\$ 299.12</b>
 <b><i>Task 02 - PM</i></b>				
<hr/>				
<b>Task Total</b>				<b>\$ -</b>
 <b><i>Task 03 - QA/QC</i></b>				
<hr/>				
<b>Task Total</b>				<b>\$ -</b>
<hr/>				
<b>GRAND TOTAL</b>				<b>\$ 299.12</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**  
Project: Civiltech - Farnsworth/Marshall Aurora, Illinois

	<u><b>OUTSIDE</b></u>	
<i><b>Task 01 - PESA</b></i>	<b>Task Total</b>	<b>\$ -</b>
<i><b>Task 02 - PM</b></i>	<b>Task Total</b>	<b>\$ -</b>
<i><b>Task 03 - QA/QC</b></i>	<b>Task Total</b>	<b>\$ -</b>
<hr/>		
	<b>GRAND TOTAL</b>	<b>\$ -</b>

Name	Civiltech Engineering, Inc.
Address	Two Pierce Pl, Suite 1400
Telephone	(630)773-3900,TIN36-360666
TIN Number	

Local Agency	City of Aurora
Section Number	19-00331-00-SP
Project Number	6V9T(950)
Job Number	P-91-026-20

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Compass Surveying, Ltd.	36-3211988	
Huff & Huff, Inc.	36-3044842	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date \_\_\_\_\_

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

## Exhibit C

### Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Aurora  
 Section Number 19-00331-00-SP  
 Project Number 6V9T(950)  
 Job Number P-91-026-20

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$40,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$40,000.

☐ Form Not Applicable (engineering services less than \$40,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
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 <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																				
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>10/4/19</u> Method(s) used for advertisement and dates of advertisement: <u>Purchasing Department Website 9/11/19-10/4/19</u>																				
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> </tr> <tr> <td><u>Technical Approach</u></td> <td><u>30 %</u></td> <td><u>Firm Experience</u></td> <td><u>30%</u></td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td><u>Staff Capabilities</u></td> <td><u>20%</u></td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td><u>Past Performance</u></td> <td><u>20%</u></td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> </table>	Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Technical Approach</u>	<u>30 %</u>	<u>Firm Experience</u>	<u>30%</u>	_____	_____ %	<u>Staff Capabilities</u>	<u>20%</u>	_____	_____ %	<u>Past Performance</u>	<u>20%</u>	_____	_____ %	_____	_____ %
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_____	_____ %	_____	_____ %																		
8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: _____ Top three consultants selected for this project in order: 1) <u>Civiltech Engineering, Inc.</u> 2) <u>WBK Engineering</u> 3) <u>Baxter &amp; Woodman</u> If less than 3 responses were received, IDOT's approval date: _____																				
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																				
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																				