



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For

MFT-PE

Agreement Type

Original

Using State Funds (Non-MFT)? Yes No

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Aurora		Kane	26-00378-00-CH	C-91-297-26
Project Number	Contact Name	Phone Number	Email	
PLEC(963)	Timothy Weidner	(630) 256-3202	WeidnerT@aurora.il.us	

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
US 34 (Ogden Avenue)	FAP 0311	0.5 mile	n/a
Location Termini			Add Location
At Farnsworth Road			Remove Location

Project Description

Intersection improvements to provide northbound right turn lane on US 34 and dual westbound left turn lanes on Farnsworth Road. Associated pedestrian ramp and traffic signal modifications.

Engineering Funding MFT/TBP State Other Local

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email	
Gewalt Hamilton Associates, Inc.	Dan Brinkman	(847) 821-6222	dbrinkman@gha-engineers.com	
Address	City	State	Zip Code	
625 Forest Edge Drive	Vernon Hills	IL	60061	

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT E : Direct Costs Summary Sheet
- Soil & Materials Cost Proposal
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

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

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

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

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

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

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

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

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

9. By execution of this AGREEMENT the LPA and ENGINEER certify compliance with the Drug Free Workplace (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$219,512.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Soil and Materials Consultants, Inc.	36-3094075	\$5,894.00
Subconsultant Total		\$5,894.00
Prime Consultant Total		\$219,512.00
Total for all work		\$225,406.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency
 Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)

By (Signature & Date)

Title

Title

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

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Aurora	Gewalt Hamilton Associates, Inc.	Kane	26-00378-00-CH

**EXHIBIT A
SCOPE OF SERVICES**

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

I. Phase I Scope of Services

Upon direction from the City, GHA will commence the Phase I Engineering for the proposed improvements to the US 34 (Ogden Avenue) intersection with Farnsworth Road. All work will be performed in accordance with current IDOT, and City standards and guidelines. Based on the anticipated scope of work but the unknown need for Right of Way, we are preparing for the project to be processed as a State Approved Categorical Exclusion with report. If minimal ROW is needed and environmental clearances support it, GHA will request that FHWA allow the improvements to be processed as a State Approved Categorical Exclusion without report following the IDOT BLR 19100 format.

Our Phase I scope will identify any anticipated Right of Way and easement needs. We have included efforts for a Plat of Highways for up to five (5) parcels as part of Phase I. It has been our experience that Phase I must be complete before IDOT will approve the Plat of Highways. Property negotiations and acquisitions, utility relocation coordination, and preparation of contract plans, specifications, and estimates (PS&E) will occur in Phase II.

We have organized our Phase I Scope of Services into ten (10) primary tasks, detailed below:

A. Project Initiation, Coordination & Data Collection

Coordination is a large part of any Phase I Engineering Study. GHA will coordinate with federal, state, and local agencies throughout the duration of the project. It is assumed that, as studies and analyses achieve closure on design and environmental issues, the project will be presented at an FHWA / IDOT BDE coordination meeting(s). The following tasks are anticipated during this phase of the project.

- Coordination with City of Aurora

GHA will provide regular communication with the City, including copies of all transmittals and regular updates on milestone approvals as documents, reports and Subconsultant deliverables are received. Monthly coordination meetings (virtual) will be held throughout the project duration.

- Coordination with IDOT

Representatives from GHA will attend a formal Kickoff meeting with City staff, IDOT Bureau of Local Roads staff, and the Kane Kendall Council of Mayors Planning Liaison. BLRS staff will provide initial direction regarding required environmental clearances, document the scope of work, and provide preliminary concurrence with the project termini.

- Coordination with FHWA

Representatives from GHA will attend IDOT BDE / FHWA Coordination meeting(s) with City staff. The FHWA representatives will confirm the project termini and make final decisions regarding processing requirements and if necessary, Design Variances. GHA will complete the Initial Coordination Meeting Data form (BLR 22410).

- Coordination with Utility Agencies

GHA will coordinate with local utility agencies through the JULIE Design Stage process. The limits of the project will be provided to the utility companies and requests for atlas information will be made. Upon receipt of utility information, the utility company data will be added to the existing condition / base drawings.

- Data Collection / Record Drawings

GHA will request available historical data and information (e.g., engineering plans, subdivision plans, easement plats, drainage reports, as-built plans, utility atlases, roadway plans, tax maps, USGS maps, FEMA maps, etc.) from the above referenced agencies during the coordination process.

- Project Administration

o GHA will submit the pre-final reports and documents to the City for review. We will also submit the various reports and preliminary plans to the corresponding agencies as directed by the City. All final plans and reports

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(e.g., Phase I Engineering Report, Drainage Report, etc.) will be provided to the City as appropriate, in hard copy and / or electronic format.

o This item also includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes internal project team coordination / design meetings.

B. Topographic and Right of Way Survey

GHA will complete a topographic and Right of Way survey for the project limits. The survey will meet or exceed the Minimum Standards of Practice as set forth by the Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

- Obtain benchmark information (NAVD88) from NGS, City, Kane County, or Trimble VRS Now Network.
- Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.
- Establish a minimum of five (5) permanent site benchmark(s) (i.e., crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
- Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.
- Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways and aprons, back of curb, flow line, centerline/concrete median, etc.
- The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.
- The location of underground utilities, both observed and from record information such as City utility atlases, will be provided and will include location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.
- Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
- Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 3" caliper or greater at breast height (DBH) will be individually located and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

The limits of the Topographic and Right of Way survey will include approximately 1,400 feet of Farnsworth Avenue from north of Summerfield Drive to south of Summerlin Drive; and approximately 1,300 feet of US 34. Topographic data will extend approximately 15 feet beyond the Right of Way, 25 feet along commercial driveways, and 50 feet along public side streets.

The topographic information collected will be supplemented with additional field and office efforts necessary to define and confirm the Right-of-Way for all four quadrants of the US 34 at Farnsworth intersection.

- Research available plats and property records.
- Locate and survey the existing property monumentation in the project area and establish the position of the ROW lines within the project limits.
- Locate and survey monuments on side lot property lines along the ROW that will be within the project limits.
- Right-of-way shall be based on field-located property corners and other survey markers, etc., as well as recorded subdivision plats, recorded dedication plats, recorded easement documents, recorded survey plats and other information available through the County Recorder's website.

Note: If additional information is required to confirm project boundaries, GHA will provide the Client with a cost estimate for obtaining the title commitments for the parcels.

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C. Plat of Highways

GHA will prepare a Plat of Highways for acquisition of up to five (5) parcels. These efforts will include obtaining all available documentation and complete a survey of the right-of-way (ROW) within project limits for the purposes of establishing the ROW and preparing a Plat of Highway.

GHA will mobilize a survey crew directed by an Illinois Professional Land Surveyor to perform field work necessary to establish the existing right of way and parcel boundaries. Obtain Title Commitments of the parcels proposed for acquisition and prepare Plat(s) of Highway and Legal Descriptions in accordance with jurisdictional Department of Transportation requirements.

Plat of Highway

Additional field surveying may be needed to identify the following:

- All found or set monumentation.
- Buildings within 100-ft of proposed right of way or easements (to be measured and tied to the proposed right of way).
- All private encroachments with the existing right of way.
- All private improvements in and within 20 feet of the proposed/existing right of ways and proposed easement lines in the respective parcels (i.e., fences, signs, lighting standards, private utilities, canopies, driveways, parking lots, etc.).

The Plat of Highway will depict the following information:

- All parcel geometry necessary to mathematically define the boundaries to be acquired.
- The limits or boundaries of the total holding of all Parcel owners.
- The linear dimensions of all total holding parcels.
- All section lines and subdivision lines included within the acquisition area.
- Illinois State Plane Coordinates for all principal control and boundary points within the acquisition limits.
- The point of commencement and point of beginning for all parcel description.
- Table itemizing parcel no.; owner; total holding, acquisition, easement, and remainder acreages, and tax ID number.
- Centerline alignment with stationing as provided by the applicable jurisdiction and offsets to proposed right of way at each change of bearing or curve.
- Upon acceptance by IDOT of all documents associated with the highway project, the Plat of Highway will be signed and sealed by the licensed land surveyor and provided to the client. The client is responsible for recording the signed Plat of Highway.

All boundary surveys and legal descriptions will be based on a current commitment for title insurance. We have included title commitments on the five (5) referenced parcels. We anticipate utilizing the services of Wheatland Title Company for the title commitments and have budgeted \$1,300.00 per title commitment

The Plat will be drafted and plotted on a 22' X 34" sheet(s) at a 1"= 20' or 1"= 30' scale conducive to review and the number of parcels on a sheet as a function of scale. Upon approval, monuments (approved by IDOT) will be set at each property line intersecting the proposed right of way and at each change of bearing or curve along the proposed right of way. Individual monuments, monument ties or individual parcel plats are outside the scope of this work.

A legal description of each acquisition parcel, permanent easement, or temporary easement will be prepared and each legal description will include a header that contains the owner, parcel number, and tax ID number.

The Plat of Highway prepared according to the standard IDOT procedure and the legal description for all parcels will be submitted to IDOT for review. When review comments are received from IDOT, all sheets and legal descriptions will be revised per requested comments and resubmitted to IDOT for approval.

Once the Plat of Highway has been approved by IDOT, all additional work will be billed at time and material per contract. If additional parcels beyond the five (5) parcels indicated or if additional surveys and plats are

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requested, an amendment to this agreement will be required and the fee adjusted.

D. Traffic & Crash Analyses

GHA will review the current and projected traffic volumes along the corridor.

- Traffic Data Collection

We anticipate conducting 24-hour Weekday traffic counts at the following intersections utilizing the Miovision Video Collection Units (VCUs):

- o US 34 at Farnsworth Road
- o Farnsworth Road at Summerfield Drive
- o Farnsworth Road at Summerlin Drive

Miovision offers improved accuracy and efficiency for larger and complex intersections. Additionally, Miovision can be deployed for a single 24-hour period and collect turning movements as well as ADT data for all approaches. Vehicle classification data will be collected along with the turning movement volumes, as well as pedestrian and bicycle data.

- A Peak Hour model will be developed for the Morning and Evening Peak Hours. The model will include any observed pedestrian / cyclist data.

- Future 2050 Traffic Volumes

GHA will request 2050 traffic projection for the corridor and key intersections, from the Chicago Metropolitan Agency for Planning (CMAP) and utilize those projections for design volume calculations.

- Crash Data & Analysis

GHA will request the most recent five (5) years of crash statistics from IDOT Division of Traffic Safety in Springfield, IL. We will also request crash reports from the City for the year 2025 and 2026 to date. The data will be analyzed according to federal guidelines. Recommendations will be made for mitigation needs, if necessary.

- Intersection Design Study (IDS)

Processing of the Intersection Design Study (IDS) will be a key component of the project. GHA will develop up to two (2) geometric alternatives for intersection improvements. The alternative development will include geometric plan and AutoTURN simulations as well as a review of potential ROW impacts. Upon selection of an alternative, GHA will establish an appropriate design year, conduct capacity analyses, model design vehicle turning movements, set turn lane geometry including storage and tapers and establish a list of any necessary Design Exceptions. Additionally, a preliminary layout will be developed for any necessary traffic signal modifications.

E. Environmental Studies

GHA will prepare the required submittals and ensure the necessary coordination is completed so the project can receive Design Approval (DA) clearances for Biological / Wetlands, Cultural, and Special Waste impacts.

- GHA will prepare and submit the Natural Resources Screening Form and the Cultural Resource Review for Categorical Exclusion Forms including the necessary attachments.

- GHA will prepare and submit the IDOT Environmental Survey Request (ESR). This includes completing the form and creating the attachments.

- Wetlands

Our review of the intersection suggests that no wetlands are present or within 250 feet of any proposed improvements. Accordingly, based on historic information we will assist the City in submitting a “No Wetlands” letter to BLRS.

- Preliminary Environmental Site Assessment (PESA)

GHA will initiate the PESA through the submittal of the Environmental Survey Request (ESR).

- Threatened and Endangered (T/E) Species

GHA will initiate coordination for federal and state, threatened and endangered species through the submittal of the ESR for Biological Clearance

- Archaeological and Historic Preservation

GHA will initiate coordination for archaeological and historic preservation consultation through the submittal of the ESR for Cultural Clearance.

F. Preliminary Drainage & Analysis

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Gewalt Hamilton Associates, Inc.	Kane	26-00378-00-CH

GHA will prepare a preliminary drainage evaluation and perform the required analysis in accordance with IDOT Phase I procedures and City of Aurora stormwater requirements:

- Review existing drainage conditions through a study of available record plans, aerial imagery, topographic data, FEMA mapping, and other pertinent information. Conduct a field reconnaissance to document existing stormwater infrastructure and drainage patterns within the project limits.
- Coordinate with the City of Aurora and IDOT to obtain information on known flooding concerns, roadway overtopping locations, or drainage complaints in the vicinity of the intersection.
- Conduct a wetland desktop review and field reconnaissance to identify potential wetlands within the project limits. This will include reviewing NWI mapping, soil surveys, FEMA data, historic aerial imagery, and other publicly available resources, followed by a field visit to assess roadside ditches, depressional areas, and drainage swales for indicators of hydrophytic vegetation, hydric soils, and wetland hydrology. Complete the IDOT Wetland Impact Evaluation (WIE) Form based on the results of the review.
- Identify and evaluate existing drainage patterns, storm sewer systems, culverts, and outfall locations. Assess the adequacy of existing systems to accommodate proposed improvements.
- Review applicable City of Aurora and IDOT stormwater requirements.
- Perform preliminary storm sewer design, including runoff calculations, pipe capacity checks, and hydraulic grade line computations for proposed improvements.
- Prepare a Location Drainage Technical Memo (LDTM).

G. Preliminary Engineering

- GHA will develop typical sections (existing and proposed) and preliminary plan and profile sheets for the proposed intersection improvements.
- GHA will engage Soil and Material Consultants (SMC) to collect soil borings within the footprint of the proposed right turn lane. See Attached SMC proposal.
- GHA will complete an initial pavement design for the right turn lane.
- GHA will develop preliminary cross sections for the proposed improvements.
- GHA will develop preliminary ADA details for the pedestrian facilities at the intersection.
- Utilizing the preliminary cross sections and preliminary ADA details, GHA will identify any preliminary easement and or Right of Way needs.
- GHA will develop initial Maintenance of Traffic typical sections and recommended Staging Plans.
- GHA will develop existing and proposed utility profiles.
- GHA will review existing City utilities within the project limits and coordinate with the City to determine the extent of local utility improvements that may be constructed at the same time as the improvements. Storm sewer improvements are generally eligible for federal participation, while water main replacement and sanitary sewers are not eligible but can be included in the plan set.
- GHA will identify any intersection lighting that will need modifications, however detailed lighting design is not anticipated in Phase I.
- GHA will prepare a preliminary Engineers Opinion of Probable Cost (EOPC) for the improvements utilizing current IDOT pay items.

H. Design Variance Processing

- GHA will review the design in accordance with the design requirements published in the IDOT Bureau of Design and Environment (BDE) Manual.
- A Design Exception list and Design Exception forms (BDE 3100) will be completed and submitted for any design element that cannot meet the BDE standards.

I. Public Input and Presentations

The Categorical Exclusion process requires public input for the project.

- A single open-house format meeting, which would present the proposed improvements, potential right-of-way and easement needs, and other design components.
- GHA will prepare newspaper notices for publication, prepare handouts, resident invitation letters and attendance and comment forms.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Gewalt Hamilton Associates, Inc.	Kane	26-00378-00-CH

- Following the meeting, GHA will prepare a Frequently Asked Questions (FAQ) document and assist with responses to public comments.
- Comments received at the Public Information Meeting and any City responses will be incorporated in the Project Development Report.
- Prepare for and staff a single open-house format meeting. It is assumed that the Public Information Meeting will be held at City Hall.

J. Project Development Report

The Phase I Engineering Study culminates in the completion and submittal of the Project Development Report (PDR). GHA will prepare Pre-Final (draft) and final versions of the PDR document and attachments. We have budgeted for the PDR to follow the requirements of IDOT BLR 22210, which addresses processing the project as a Categorical Exclusion with report. As environmental clearances and interim approvals are received it may be possible to request from FHWA a lesser processing requirement.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Gewalt Hamilton Associates, Inc.	Kane	26-00378-00-CH

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed April 2026
 Project Kickoff Meeting April 2026
 BLRS Kickoff Meeting April/May 2026
 Topographic and ROW Survey June 2026
 Traffic Data Collection May 2026
 Environmental Screenings/Environmental Survey Request June/July 2026
 Intersection Design Study (IDS) September 2026
 Identify ROW and/or Easement Needs September 2026
 Preliminary Design Complete October 2026
 Drainage Analysis October 2026
 Estimate of Cost November 2026
 IDOT / FHWA Coordination Meeting November/December 2026
 Public Information Meeting (if required) December 2026/January 2027
 Project Development Report – Pre-Final February 2027
 Environmental Clearances (8 mos after ESR) March 2027
 Project Development Report – Final April 2027
 Design Approval May 2027

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	Gewalt Hamilton Associates, Inc.	Kane	26-00378-00-CH

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

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes, Due date of submittal: 02/24/26

Method(s) used for advertisement and dates of advertisement

Advertised on City's Procurement Website on 1/29/2026 with emailed notifications

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

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

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Engineering Coordinator, Professional Engineer I, Professional Engineer I

Top three consultants ranked for this project in order

1	Gewalt Hamilton
2	Strand Associates, Inc.
3	Patrick Engineering, a RINA Company

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



Local Public Agency Aurora	County Kane	Section Number 26-00378-00-CH
Prime Consultant (Firm) Name Gewalt Hamilton Associates, Inc.	Prepared By Dan Brinkman	Date 4/7/2026
Consultant / Subconsultant Name Gewalt Hamilton Associates, Inc.	Job Number C-91-297-26	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	178.85%
START DATE	4/28/2026		COMPLEXITY FACTOR	0
RAISE DATE	5/15/2026		% OF RAISE	3.00%
END DATE	6/27/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/28/2026	5/15/2026	1	7.14%
1	5/16/2026	5/15/2027	12	88.29%
2	5/16/2027	6/15/2027	1	7.58%

The total escalation = 3.01%

Local Public Agency

County

Section Number

Aurora

Kane

26-00378-00-CH

Consultant / Subconsultant Name

Job Number

Gewalt Hamilton Associates, Inc.

C-91-297-26

PAYROLL RATES

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

MAXIMUM PAYROLL RATE 90.00

ESCALATION FACTOR 3.01%

JOB SPECIFIC - Classifications and Average Payrates need to match current payrolls submitted to the Department.

CLASSIFICATION	IDOT AVG PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$88.89	\$90.00
Senior Project Manager II	\$83.53	\$86.04
Senior Project Manager I	\$68.25	\$70.30
Project Manager II	\$66.33	\$68.32
Project Manager I	\$52.18	\$53.75
Engineer VI	\$77.00	\$79.31
Engineer V	\$65.45	\$67.42
Engineer IV	\$52.17	\$53.74
Engineer III	\$41.75	\$43.01
Engineer II	\$40.89	\$42.12
Engineer I	\$37.53	\$38.66
Land Surveyor IV	\$53.75	\$55.37
Land Surveyor III	\$50.38	\$51.89
Land Surveyor II	\$42.25	\$43.52
Land Surveyor I	\$31.73	\$32.68
GIS TECH III	\$41.80	\$43.06
Environmental Resources Specialist IV	\$61.00	\$62.83
Data Tech III	\$36.69	\$37.79
Data Tech II	\$31.00	\$31.93
Data Tech I	\$23.59	\$24.30
CAD Tech III	\$44.31	\$45.64
Administrative II	\$36.00	\$37.08

Local Public Agency

Aurora

County

Kane

Section Number

26-00378-00-CH

Consultant / Subconsultant Name

Gewalt Hamilton Associates, Inc.

Job Number

C-91-297-26

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

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Coordination & Data Collection			Topographic and ROW Survey			Plat of Highways			Traffic and Crash Analysis			Environmental Studies		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	90.00	0.0																	
Senior Project Manager II	86.04	12.0	0.93%	0.80							2	1.61%	1.39						
Senior Project Manager I	70.30	0.0																	
Project Manager II	68.32	0.0																	
Project Manager I	53.75	32.0	2.47%	1.33				6	3.61%	1.94	26	20.97%	11.27						
Engineer VI	79.31	259.0	19.97%	15.84	101	89.38%	70.89	4	2.41%	1.91	4	3.23%	2.56	47	15.16%	12.03	10	29.41%	23.33
Engineer V	67.42	26.0	2.00%	1.35	4	3.54%	2.39							16	5.16%	3.48			
Engineer IV	53.74	39.0	3.01%	1.62										13	4.19%	2.25			
Engineer III	43.01	157.0	12.10%	5.21										80	25.81%	11.10			
Engineer II	42.12	334.0	25.75%	10.85										110	35.48%	14.95	6	17.65%	7.43
Engineer I	38.66	90.0	6.94%	2.68				18	10.84%	4.19									
Land Surveyor IV	55.37	38.0	2.93%	1.62				36	21.69%	12.01									
Land Surveyor III	51.89	70.0	5.40%	2.80				60	36.14%	18.76	10	8.06%	4.19						
Land Surveyor II	43.52	10.0	0.77%	0.34							10	8.06%	3.51						
Land Surveyor I	32.68	42.0	3.24%	1.06				42	25.30%	8.27									
GIS TECH III	43.06	12.0	0.93%	0.40													8	23.53%	10.13
Environmental Resources S	62.83	10.0	0.77%	0.48													10	29.41%	18.48
Data Tech III	37.79	1.0	0.08%	0.03										1	0.32%	0.12			
Data Tech II	31.93	1.0	0.08%	0.02										1	0.32%	0.10			
Data Tech I	24.30	10.0	0.77%	0.19										10	3.23%	0.78			
CAD Tech III	45.64	136.0	10.49%	4.79							72	58.06%	26.50	32	10.32%	4.71			
Administrative II	37.08	18.0	1.39%	0.51	8	7.08%	2.63												
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1297.0	100%	\$51.90	113.0	100.00%	\$75.90	166.0	100%	\$47.08	124.0	100%	\$49.41	310.0	100%	\$49.52	34.0	100%	\$59.37

**Exhibit E
Direct Costs Worksheet**

Local Public Agency	County	Section Number	Job Number
Aurora	Kane	26-00378-00-CH	C9129726

Consultant/Subconsultant Name
Gewalt Hamilton Associates, Inc.

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (Per Federal GSA)	Up to Federal rate maximum			
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			
Air Fare	Coach rate, actual cost, requires minimum two weeks; notice, with prior IDOT approval			
Vehicle Mileage (per Federal GSA)	Up to federal rate maximum	400	\$0.72	\$290.00
Vehicle Owned or Leased (No mileage charged allowed)	\$32.50/half day (4 hours or less) or \$65/full	16	\$90.00	\$1,440.00
Vehicle Rental	Actual Cost (Up to \$55/day)			
Tolls	Actual Cost			
Parking	Actual Cost			
Overtime	Premium portion (Submit supporting documentation)			
Shift Differential	Actual Cost (Based on firm's policy)			
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			
Project Specific Insurance	Actual Cost			
Monuments (Permanent)	Actual Cost			
Photo Processing	Actual Cost			
2-Way Radio (Survey or Phase III Only)	Actual Cost			
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
CADD	Actual Cost (Max \$15/hour)			
Web Site	Actual Cost (Submit supporting documentation)			
Advertisements	Actual Cost (Submit supporting documentation)	2	\$75.00	\$150.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	8	\$15.00	\$120.00
Recording Fees	Actual Cost			
Transcriptions (specific to project)	Actual Cost			
Courthouse Fees	Actual Cost			
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Testing of Soil Samples	Actual Cost			
Lab Services	Actual Cost (Provide breakdown of each cost)			
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
Traffic Data Video Processing	Actual Cost	72	\$15.00	\$1,080.00
Title Commitments	Actual Cost	5	\$1,300.00	\$6,500.00
TOTAL DIRECT COSTS:				\$9,580.00



Office: 847-870-0544
Fax: 847-870-0661
us@soilandmaterialconsultants.com
www.soilandmaterialconsultants.com

March 20, 2026
Proposal No. 23,994

Mr. Dan Brinkman
Gewalt Hamilton Associates, Inc.
625 Forest Edge Drive
Vernon Hills, IL 60061

Re: Geotechnical Investigation
US Rte. 34 & Farnsworth Avenue
Aurora, Illinois

Dear Mr. Brinkman:

Submitted for your consideration is our proposal to provide the requested subsurface soil investigation, engineering evaluation and geotechnical report on the above referenced site.

Field Investigation

We propose the layout of 2 borings in the grass R.O.W. at the southwest corner of the intersection for the proposed eastbound right turn lane on US Rte. 34. The borings will need to be located in areas accessible to our truck mounted drilling equipment. We will take reasonable precautions to minimize surface and subsurface damage due to our operations. We cannot be responsible for the cost of site restoration resulting from accessing and performing the investigation.

We will contact JULIE for location of public utilities. The location of private services or other below grade improvements is the responsibility of the property owner.

The borings will be power auger drilled and soils sampled using a split barrel sampler at intervals of 2.5 feet to depths of 10.0 feet. Borings may be terminated at shallower depths if refusal is encountered. Rock coring is not included within this proposal.

Laboratory Testing

Soil samples will be returned to our laboratory for review and tested to determine moisture content. Competent samples of cohesive soils will be tested further to determine dry unit weight and unconfined compressive strength. Additional testing may be provided based on the results of the field investigation and laboratory testing.

Engineering Evaluation, Report

The field investigation and laboratory testing will be completed under the direction of a Registered Professional Engineer. Preliminary information will be available upon request. Upon completion of the investigation an engineering evaluation will be completed and a report prepared. The report will present our findings, evaluate the findings and present appropriate recommendations.

8 W. COLLEGE DR. ● SUITE C ● ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS ● SITE INVESTIGATIONS ● PAVEMENT INVESTIGATIONS ● GEOTECHNICAL ENGINEERING
TESTING OF ● SOIL ● ASPHALT ● CONCRETE ● MORTAR ● STEEL

Charges

Our unit charges and the estimated total cost for the investigation are indicated on the attached Schedule of Fees. Final billing will be based on this schedule. If additional services are requested that are beyond the scope of the proposed investigation, they will be provided at our established unit prices.

Your consideration of this proposal is appreciated. The attached General Conditions are understood to be part of this proposal. If acceptable, please execute and return one copy to our office.

Should you have any questions concerning the scope of the investigation, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.



Thomas P. Johnson, P.E.
President

TPJ

Proposal Accepted By:

Client _____
Street _____
Town _____ State _____ Zip Code _____
Phone () _____ E-Mail Address _____
Signature _____ Position _____
Printed Name _____ Date _____

SCHEDULE OF FEES -- SUBSURFACE SOIL INVESTIGATION

Field

Boring Layout	3 hr.	\$ 120.00 /hr.	\$ 360.00
Utility Location	1 hr.	\$ 120.00 /hr.	\$ 120.00
Attenuator Truck (6 hr. minimum)	6 hr.	\$ 220.00 /hr.	\$ 1,320.00
Mobilization	1	\$ Lump Sum	\$ 700.00
Drilling (2 at 10')	20 ft.	\$ 19.00 /ft.	\$ 380.00
Split Barrel Sampling	8 ea.	\$ 14.00 ea.	\$ 112.00
IDOT Permit	1	\$ Lump Sum	\$ 1,000.00

Laboratory

Moisture Content Unit Weight Unconfined Compressive Strength	1	\$ Lump Sum	\$ 192.00
Organic Content	2 ea.	\$ 125.00 ea.	\$ 250.00
Grain-Size Analysis	2 ea.	\$ 125.00 ea.	\$ 250.00
Atterberg Limits	2 ea.	\$ 125.00 ea.	\$ 250.00

Report

Senior Engineer (P.E.)	6 hr.	\$ 160.00 /hr.	\$ 960.00
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Estimated Total Cost: \$ 5,894.00

TERMS AND CONDITIONS

Soil and Material Consultants, Inc. (SMC) scope of work defined in the proposal was based on information provided by the client. If incomplete, inaccurate or if unexpected site conditions are discovered, the scope of work may change.

GEOTECHNICAL INVESTIGATIONS

Client will furnish SMC with right-of-access to the site. SMC will take reasonable precautions to minimize site damage due to its operations, but has not included in the fee the cost of restoration of any resulting damage. SMC shall not be liable for damage or injury due to encountering subsurface structures (pipes, tanks, utilities or others) not called to SMC's attention in writing or are not correctly shown on the drawings furnished by client or client's representative. If the client desires, SMC will restore any damage to the site and add the cost of restoration to the fee.

Field work, laboratory testing and engineering analysis will be performed in accordance with generally accepted soil and foundation engineering practices. Samples are retained in our laboratory for 30 days from date of report and then destroyed unless other disposition is requested. The data reported applies only to the soils sampled and the conditions encountered at each boring location. This does not imply or guarantee that soils between borings will be identical in character. Isolated inclusions of better or poorer soils can be found on any site. SMC will not be liable for extra work or other consequences due to changed conditions encountered between borings.

Any exploration, testing and analysis associated with the investigation will be performed by SMC for the client's sole use to fulfill the purpose of this Agreement. SMC is not responsible for use or interpretation of the information by others. The client recognizes that subsurface conditions may vary from those encountered in borings or explorations. Information and recommendations developed by SMC are based solely on available information and for the currently proposed improvement.

Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations, reports of inspection and testing, geotechnical reports, technical reports, submittals and estimates furnished to the client or its agents pursuant to this agreement are not intended or represented to be suitable for reuse by the client or others on extensions of this project or on any other project. Any reuse without SMC's written consent will be at user's sole risk and without liability or legal exposure to SMC. User shall indemnify and hold harmless SMC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. To the maximum extent permitted by law, the Client agrees to limit SMC liability for clients' damages to \$100,000 or the fee, whichever is lesser. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Soil and Material Consultants, Inc. is a Professional Engineering Corporation. Engineering services are often completed by extension through technical staff. The unit rates presented in this proposal do not reflect charges associated with organized labor. Future agreements, if any, with organized labor will invalidate some of the unit rates presented. Required rate adjustments will be presented to the client for acceptance prior to providing services at the adjusted rates.

Services are invoiced monthly for the preceding period. Client agrees to pay each invoice within thirty (30) days of receipt and further agrees to pay interest on all amounts not paid at the rate of 2.0% per month, an annual rate of 24%, from the due date. Client agrees to pay all reasonable costs of collection including staff time, court costs, Attorneys' fees and related expenses, if this account becomes delinquent. Client agrees that reports furnished to the client but not paid for in full remain the sole property of SMC and will not be used for design, construction, permits, licensing, sales or other gain.

TESTING SERVICES

Client shall furnish SMC with at least one working day's notice on any part-time (less than 8 hours/day) job when field personnel are requested. SMC shall make reasonable effort to provide field personnel in a timely manner but reserves the right to schedule field personnel as deemed appropriate. Minimum charges will be billed when work cancellations are received after field personnel have left for the project site.

SMC personnel will provide a professional service based on observations and testing of the work of a contractor, subcontractor, or other service/material provider, as specifically requested. SMC field personnel will look for general conformance with project specifications, plans and/or soil report but does not accept the responsibility to control or direct the work of others. Discrepancies noted by SMC office or field personnel will be referred to client or client's representative.

Testing Services furnished by SMC are defined as the taking of soil and/or material tests at various locations and the making of visual observations relating to earthwork, foundations, and/or materials as specifically requested by the client and agreed to by SMC, and will be limited to those specifically agreed services. Such services will be performed by SMC using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of the profession practicing in this or similar localities.

Observations and testing of soils and/or materials by SMC in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other service/material provider. SMC's work or failure to perform same shall in no way excuse such contractor, subcontractor or other service/material provider from liability in the event of subsequently discovered defects, omissions, errors, deficiencies or failure to perform in accordance with the project plans and specifications. SMC field personnel shall not be responsible for superintendence of the construction process nor direction of the work of the contractor, subcontractor, or other service/material provider. SMC's work shall not include determining or implementing the means, methods, techniques, sequences or procedures of construction. SMC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.