

Contracted Services for the City of Aurora

Company: WBK Engineering, LLC (WBK)

Date: May 12, 2016

Project Title: Professional Engineering and Consulting Services for the Phase II Engineering for Construction for the Aurora Transportation Center Regional Facility Enhancements Project.

Proposal:

Proposal is for an amount of \$1,003,355.76, including reimbursable expenses of \$7,692.40 for the following services: *Professional Engineering and Consulting Services for Phase II Final Design for the Aurora Transportation Center Regional Facility Enhancements Project.*

Purpose and Scope: The City of Aurora has initiated a project requiring professional engineering services to perform Phase II Engineering for the construction of a new pedestrian bridge which will provide connectivity between the downtown parking facilities, entertainment complex and the Aurora Transit Center (ATC). Additional improvements include expansion and renovation of parking, improvements to intersections on Broadway Street (IL Route 25), pedestrian safety enhancements, and expanded public transportation services. The services to be provided is described in more detail in **Attachment "A"** ("Scope of Services") attached hereto.

Timing and Staffing: Work on this Scope of Services will commence on Notice to Proceed anticipated to be not later than **June 16, 2016**, and WBK intends to deliver the final services by **December 31, 2017**. The term of this contract shall be 563 days unless modified by both parties. The Principal Consulting Team for this engagement will be WBK Engineering, LLC, Aurora, IL (WBK), T.Y. Lin International Group, Chicago, IL, (T.Y. Lin), Christopher B. Burke Engineering Ltd., Rosemont, IL (CBBEL), Testing Service Corporation, Carol Stream, IL (TSC) and Illumination Arts, New York, NY (IA).

Service may be renewed with a new agreement. Service may be terminated by the City prior to completion, for any reason, without liability except for payment of services performed to the termination date. Upon completion of service, both parties may revisit this agreement and determine if additional consulting is warranted.

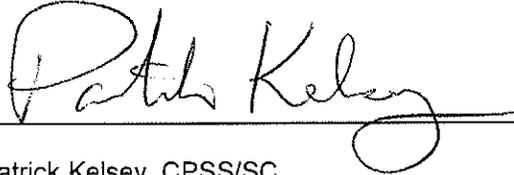
Fees: The fee to complete the Scope of Services is \$1,003,355.76, including reimbursable expenses as described in more detail in **Attachment "B"** ("Phase II Engineering Services") attached hereto. The project will be invoiced at least monthly and the invoice shall be based upon time charged to the job plus reimbursable expenses. The project invoice will reflect the percentage of project completion.

Additionally, out-of-pocket expenses (or Reimbursables), which include mileage, parking, travel expenses and final document reproduction are additional, and billed at cost, are not to exceed two-percent (2%) of the Engineering Services.

Attachments: The Scope of Services dated June 12, 2015, is incorporated herein by reference and made a part hereof as **Attachment "A"** ("Scope of Services"). The Engineering Services dated February 20, 2015, is incorporated herein by reference and made a part hereof as **Attachment "B"** ("Phase II Engineering Services"). The General Terms and Conditions dated March 18, 2016 is incorporated herein by reference and made a part hereof as **Attachment "C"** ("GTC").

Payment Agreement:

City of Aurora, (hereinafter "COA") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be prepared and submitted for payment monthly, and shall be due and payable upon receipt. If COA objects to all or any portion of an invoice, COA shall nevertheless pay the undisputed amount of such invoice and promptly advise WBK in writing of the reasons for disputing any amount.



BY: Patrick Kelsey, CPSS/SC
Vice President & Resource Management Principal
WBK Engineering, LLC

DATE: May 12, 2016

THIS CONTRACT, PROPOSAL, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF AURORA, an Illinois Municipal Corporation,

BY: _____
Thomas J. Weisner, Mayor
City of Aurora

ATTEST: _____
City Clerk

DATE: _____

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

**Phase II Engineering Services for
Aurora Transportation Center (ATC) Regional Facility Enhancements**

**ATTACHMENT "A"
SCOPE OF SERVICES**

The City of Aurora (City) has initiated a project requiring professional engineering services by the team of WBK Engineering LLC (WBK), Christopher B. Burke Engineering Ltd. (CBBEL), and T.Y. Lin International Group (T.Y. Lin) for Phase II Engineering of the ATC/Roundhouse site, IL Route 25, proposed Pedestrian Bridge, west parking lots, and any necessary appurtenances. The project is located in the City of Aurora, Illinois and plans will be submitted to IDOT for review based on the selected letting schedule.

UNDERSTANDING OF PROJECT

- A. Phase I – The project team has prepared the following scope of services for Phase II Engineering based on our knowledge of the project from completing the Phase I Project Development report, which has been reviewed by IDOT, and will be submitted upon receiving project clearances.
- B. CMAQ Funding – The City of Aurora is scheduled to receive CMAQ funding for Phase III construction in 2019, however the City would like to complete the plans prior to 2019 to show project readiness in hopes of receiving project funding earlier.
- C. Phase II Funding – In order to advance the project, The City has proposed to fund Phase II Engineering locally. The CMAQ funds for Phase II Engineering have been appropriated to Phase III Construction.
- D. Geotechnical Information – The geotechnical program completed during Phase I did not include structural borings in the Fox River and it is anticipated that this work will be completed as a separate contract. TSC will complete a CCDD investigation as part of the Phase II scope of services in order to make a recommendation regarding treatment of excavated materials.
- E. Topographic Survey – In order to complete Phase I planning, multiple topographic surveys were combined and adjusted in an effort to use existing data gathered between the years of 2007-2015. Survey taken during 2007 and 2008 used benchmark information that has since become obsolete and needs to be updated. Additionally, multiple areas have been modified or improved since the originally survey. The corridor will be reviewed to determine which of the existing surveys are current, with the obsolete information being discarded and locations resurveyed.
- F. The exclusions to the scope of services are listed at the end of this document to identify the tasks that are not considered necessary for this project based on our current understanding, and would be considered additional services if required by the City of Aurora or any other agency for the completion of this project.
- G. The scope of services for Phase II Engineering will include final PS&E, with plan specifications, plan quantities, engineer's best estimate of cost, and an estimate of time, as described herein.

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

SCOPE OF SERVICES

1. Data Collection and Coordination (WBK)

1.1 **Review of Existing Data.** The team will take existing data gathered during Phase I, including any additional information from the following sources:

- a. Existing right-of-way and property documentation
- b. Existing roadway and structure plans
- c. County-based GIS digital topographic survey data
- d. County-based GIS aerial photography
- e. Existing traffic counts
- f. School bus-routes
- g. Accident data
- h. Existing maintenance and flooding records
- i. Design year traffic projections

1.2 **Site Visit and Photo Logs.** The team will visit the site and record a photo log, applicable to their project specific improvements, to document any changes since Phase I planning.

2. ROUTE AND HYDRAULIC SURVEYS (WBK)

2.1 **Review Existing Data.** Existing survey data will be reviewed to determine the extent of the supplemental survey required.

2.2 **Horizontal and Vertical Control.** Permanent horizontal and vertical control points will be set for reference during the duration of the project. Horizontal control will be set on the State Plane Coordinate System, NAD83, Illinois East, and vertical control will be on NAVD88 datum.

2.3 **Supplemental Topographic Survey.** Complete survey for all locations not previously topographically surveyed by WBK between 2013-2015, assumed to be the following locations:

- a. Previous CBBEL survey along IL 25 and around ATC used old BM and outdated (completed in 2007/2008)
- b. Includes ATC site, Roundhouse, Spring Street, ATC Entrance/Post Office, IL25, West side of IL25, and select pickup locations required for Phase II Design
- c. Any locations previously surveyed by WBK that are known and presented by the City prior to the start of Site Survey work to have been changed/improved

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

3. ROW & LAND ACQUISITION (WBK + City)

WBK will be completing a Plat-of-Highways and corresponding Legal Descriptions during Phase II design for the required temporary and permanent construction easements. To complete the right of way and easement acquisition, appraisal and negotiations will need to be completed in Phase II. WBK will provide support and assistance to the City of Aurora who will prepare the appraisal and complete the negotiation process. This item does not include development of Individual Plats if required by the City of Aurora.

3.1 Establish Existing Right-of-Way. WBK will perform the research, field work, and examination by an Illinois Professional Land Surveyor necessary to establish the existing right-of-way of Illinois Route 25, and the legal boundaries of the total holdings of the parcels from which temporary and permanent easements will be taken. Research includes acquiring title commitments and deeds of the parcels, subdivision plats, and previous conveyance documents and strip maps from IDOT. Field work includes recovering and locating the monumentation necessary for the establishment of the right-of-way and total holding parcels. All of the boundary and right-of-way work will be performed by, or under the direct supervision of, an Illinois Professional Land Surveyor.

3.2 Plats and Legal Descriptions. WBK to complete a Plat of Highways and Legal Descriptions according to the guidelines outlined in the Illinois Department of Transportation, Division of Highways/District 1, Bureau of Land Acquisition Plat of Highways & Legal Description Checklist. A total of seven temporary and four permanent easements will be required along Route 25 and over privately held properties. The Plats and Legal Descriptions will be prepared by an Illinois Professional Land Surveyor experienced in preparing Plats of Highway for District 1 Land Acquisition.

a. The project will potentially impact the following parcels:

<u>Parcel #</u>	<u>Owner</u>
15-22-327-003	Town of Aurora
15-22-327-002	Old Second National Bank of Aurora, Trustee
15-22-409-001	Midwest Management II Inc.
15-22-201-035	Old Second National Bank of Aurora, Trustee
15-22-253-001	Square Peg Real Estate LLC
15-22-501-065	BNSF
15-22-501-066	BNSF
15-22-178-009	Fox Valley Park District
15-22-178-001	Fox Valley Park District

3.3 Land Acquisition Services. WBK will aid the City during the land acquisition process as necessary. Based on the improvements indicated in the Phase I PDR, it is anticipated that (7) temporary and (6) permanent easements are required.

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

4. PLANS PREPARATION AND DESIGN (All)

The following sub-tasks describe the work effort anticipated for each component of the project and identifies the primary consultant responsible for the work.

4.1 IL Route 25 and ATC Design (CBBEL)

Based on the Phase I engineering completed by CBBEL under a separate contract, CBBEL will prepare detailed Phase II design plans in accordance with City and IDOT standards and specifications. The scope of the improvements is anticipated to include site demolition, site grading, pavement construction and reconstruction, resurfacing, striping, storm sewer installation, roadway and parking lot lighting, traffic signal and signal system improvements, raised median construction, sidewalk construction, ADA/PROWAG accessibility improvements, restoration, PACE improvements and other improvements included on the Phase I engineering drawings and cost estimate. This task assumes that public utility design (water, sanitary sewer etc.) will not be required.

Task 4.1A – Roadway and ATC Parking Lot Improvements Design

CBBEL will develop Phase II engineering drawings for proposed improvements to IL Route 25, the Spring Street Extension, intersections of IL Route 25 with Spring Street, Roundhouse Entrance, ATC Entrance and Post Office Entrance and internal site improvements to the north and west ATC parking lots. This task assumes that the scope of the Phase II improvements scope is consistent with that of the Phase I engineering design.

This task is anticipated to include the following sheets:

- General Notes
- Typical Sections
- Summary of Quantities
- Existing Conditions and Removal Plan
- Proposed Geometric Plans
- IL 25 Intersection Profiles (Spring Street and ATC Entrance)
- Proposed Grading Plans
- ADA/Grading Details
- Maintenance of Traffic & Staging Plans
- Erosion Control & Protection (SWPPP)
- Restoration Plans and Details
- Construction Details
- PACE Improvements and Details

CBBEL's design will meet current ADA/PROWAG/IAC requirements. Grading and layout details necessary to properly demonstrate compliance and construct the proposed improvements in compliance with ADA/PROWAG requirements shall be prepared.

CBBEL will prepare maintenance of traffic and construction staging plans and details for improvements within the IL Route 25 right-of-way and improvements on the ATC/Roundhouse

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

site. The majority of maintenance of traffic is anticipated to be specified using IDOT Standards, but project-specific maintenance of traffic and staging plans will be prepared as necessary.

Restoration plans and details will be prepared. The scope of the restoration work is anticipated to be limited to seeding of the new IL Route 25 medians and seeding/sodding of disturbed areas throughout the remainder of the site.

This task shall also include the preparation of plans and details for improvements to the proposed PACE Pulse Point area. The scope of this task is anticipated to include bus bay/message board/shelter locations, bus bay/message board/shelter details (to be provided by PACE) and conduits/handholes dedicated for PACE use as they have requested during prior coordination.

Task 4.1B – Traffic Signal Improvements Design

CBBEL will prepare traffic signal design plans for the following locations:

- IL Route 25 and Spring Street – removal, temporary and traffic signal modification plans
- IL Route 25 and Roundhouse Parking lot – traffic signal removal plans
- IL Route 25 and ATC Entrance – traffic signal installation plans
- IL Route 25 Temporary Interconnect Plans – Spring Street to New York Street
- IL Route 25 Interconnect Plans – ATC Entrance to New York Street

Task 4.1B.1 – Data Collection: CBBEL will utilize the topographic survey, geometric plans prepared by the Team and the approved IDS to prepare the traffic signal plans. CBBEL will request existing traffic signal plan data for IL Route 25 at Spring Street and IL Route 25 at Roundhouse from IDOT and the City of Aurora.

Task 4.1B.2 – Traffic Signal Plans Base Sheet Preparation: We will prepare base sheets at a scale of 1" = 20' for the traffic signal installation plans using the data collected in Task 4.1B.1.

Task 4.1B.3 – Traffic Signal Removal Plans: We will prepare the traffic signal installation plans using the base sheet information from Task 4.1B.2. The traffic signal removal plans for IL Route 25 at Roundhouse Parking lot and IL Route 25 at Spring Street will include the following:

- Preliminary, Pre-final and Final Traffic Signal Removal Plans.
- Schedule of Quantities.

Task 4.1B.4 – Temporary Traffic Signal Installation Plans: We will prepare the traffic signal installation plans using the base sheet information from Task 4.1B.2. The temporary traffic signal installation plans for IL Route 25 and Spring Street will include the following:

- Preliminary, Pre-final and Final Temporary Traffic Signal Installation Plans.
- Temporary Cable Plan.
- Temporary Phase Designation Diagram.

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

- Temporary Emergency Vehicle Priority System Plan.

Task 4.1B.5 – Traffic Signal Installation/Modification Plans: We will prepare the traffic signal installation plans using the base sheet information from Task 4.1B.2. The traffic signal installation plans for IL Route 25 at Spring Street and for IL Route 25 at ATC Entrance will include the following:

- Preliminary, Pre-final and Final Traffic Signal Installation Plans.
- Cable Plan.
- Phase Designation Diagram.
- Emergency Vehicle Priority System Plan.
- Loop Detector Detail and General Notes.
- Mast Arm Mounted Street Name Signs.
- Grounding Details.
- Schedule of Quantities.

Task 4.1B.6 – Temporary Interconnect Plans: We will prepare the temporary interconnect plans to maintain the existing interconnect between Spring Street and New York Street along IL Route 25. The temporary interconnect plans will include the following:

- Preliminary, Pre-final and Final Temporary Interconnect Plans.
- Temporary Interconnect Schematic Plan.

Task 4.1B.7 – Interconnect Plans Base Sheet Preparation: We will prepare base sheets at a scale of 1" = 50' for the interconnect plans using the data collected in Task 4.1B.1.

Task 4.1B.8 – Interconnect Plans: We will prepare interconnect plans for the installation of new fiber optic interconnect between the ATC Entrance and New York Street along IL Route 25 using the base sheet information from Task 4.1B.7. The interconnect plans will include the following:

- Preliminary, Pre-final and Final Interconnect Plans.
- Interconnect Schematic Plan.
- Schedule of Quantities.

As part of the traffic signal improvement plans, we will prepare project specifications and an engineer's opinion of probable construction cost for the traffic signal improvements based on the final plans.

We will meet with IDOT staff to clarify specific design criteria and to review design comments. We will attend up to two meetings for this task.

Route
Local Agency
Section
Project
Job No.
Type of Funding

FAU 2503 – IL Route 25
City of Aurora
16-00313-00-MS
CMM-4003(736)
D91-279-16
CMAQ

Task 4.1C – Drainage Improvements Design

CBBEL will build upon the drainage design work completed during Phase I in which a Drainage Connection Checklist was submitted to IDOT. CBBEL will prepare detailed inlet spacing, trunk sewer sizing and overland flow path calculations, integrating the proposed drainage system with the roadway and site improvements and the adjacent offsite drainage patterns. CBBEL will prepare final contract documents for drainage improvements consisting of plans, specifications and an estimation of construction cost. It is anticipated there will be no floodway impacts and therefore no IDNR-OWR permit will be required.

Task 4.1D – Roadway and Parking Lot Lighting Design

CBBEL will perform roadway lighting design along IL Route 25 between Spring Street and the Post Office entrance. Both signalized intersections at each end of the project will require transition lighting. It is assumed that the existing ornamental post top pedestrian light poles at Spring Street intersection will need to be removed and replaced with taller poles to meet IDOT's lighting requirements. It is assumed that the existing lighting along the Post Office entrance will remain.

CBBEL will design lighting improvements for the new parking lot and drive between (and including) the two ATC entrances off of IL Route 25, and along the new small parking lot and drive being constructed along the north side of the ATC building. We assume the existing lighting in the large parking lot north of the ATC will remain unchanged.

The design will be in accordance with current City, IDOT District 1 "General Guidelines for Lighting Design, Plan Preparation, and Highway Lighting by Permit", ANSI-IES RP-8-14 "American National Standard Practice/Illuminating Engineering Society - Roadway Lighting", and IES RP-20-14 "Illuminating Engineering Society - Lighting for Parking Facilities".

Task 4.1D.1 – Preliminary Submittal (Photometric Calculations): CBBEL will meet with the appropriate staff at IDOT and the City as required to determine the minimum lighting requirements, preferred lighting equipment and obtain existing lighting information. CBBEL will perform site visit to obtain information regarding the existing field conditions.

Based on the information collected, lighting photometric calculations will be performed for the proposed lighting. The calculations will determine the proposed lighting levels for the roadway, signalized intersections, drive and parking lot areas. The photometric calculations will be performed using the last version of AGI32 photometric software.

We understand these photometric calculations to include the following:

- Photometric calculations in accordance with RP-8-00 recommendations for each individual roadway multi-lane cross section including sidewalk calculations.
- Intersection photometric calculations for all signalized intersection within the project limits. The intersection calculations will be used to determine the required transiting lighting approaching and departing the intersections.

Route
Local Agency
Section
Project
Job No.
Type of Funding

FAU 2503 – IL Route 25
City of Aurora
16-00313-00-MS
CMM-4003(736)
D91-279-16
CMAQ

- Photometric calculations in accordance with IESNA recommendations for parking areas and drives.
- We assume that temporary lighting will not be needed therefore we have not included photometric calculations for temporary conditions.

Based on the photometric calculations and existing field conditions, a proposed light pole layout will be determined, field verified, and incorporated into a preliminary set of lighting plans. A Preliminary lighting submittal report will be created including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment. The preliminary report will be submitted along with the preliminary plans to the City and IDOT for review.

Task 4.1D.2 – Prefinal Submittal (Detailed Plan Design): Upon approval from the reviewing agencies, proposed roadway lighting plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the lighting units along with electric cables/raceways, controllers and hand holes. Detail drawings will include light pole and luminaire, concrete foundation, lighting controller(s) cabinet/ component schedule/ wiring diagram, pole handhole wiring diagram, one line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate IDOT standards. Voltage drop calculations and opinion of probable construction cost and summary of quantities will also be performed and submitted under this task. The detailed prefinal design will be submitted to the City and IDOT for review. We will also coordinate and meet with the electric utility to determine location for new electric service to the proposed lighting controller(s) under this task.

Task 4.1D.3 – Final Submittal: CBBEL will respond to review comments from the City and IDOT, and revise the plans, specifications and quantities accordingly.

4.2 **Bridge Design, Plans and Deliverables (T.Y. Lin)**. T.Y. Lin will perform the Phase II bridge design for the selected alternative. This task includes all efforts for T.Y. Lin to design the bridge, complete plan deliverables and attend the necessary meetings. Refer to T.Y. Lin’s detailed scope, attached.

- a. **Coordination**. WBK anticipates coordination with T.Y. Lin during the design process to assure the cohesiveness of the design.

4.3 **MSE Retaining Wall Design and Plans (WBK)**. WBK will complete the design of the MSE retaining walls at the east touchdown of the proposed pedestrian bridge. The current design does not require a retaining wall at the west bank, and if one is necessary, would be considered additional work to the contract. The structural plans will be prepared by, or under the supervision of an Illinois Licensed Structural Engineer. The structural plan set will consist of the following drawings:

- a. General Plan 1 Sheet
- b. MSE Wall Elevations 1 Sheet
- c. MSE Wall Section and Details 3 Sheets

Route
Local Agency
Section
Project
Job No.
Type of Funding

FAU 2503 – IL Route 25
City of Aurora
16-00313-00-MS
CMM-4003(736)
D91-279-16
CMAQ

- d. The work under this task will include all structural design calculations and analysis necessary to support the structural elements shown on the Plans.
- e. Prior to each submittal, the structural plans will be reviewed by a WBK Senior Structural Engineer to assure integrity of the design intent, completeness and correctness of the bridge design.

4.4 **General Plan Assembly (WBK).** WBK is responsible for the general plan sheets that will require input from different team members. The general plan set will consist of the following drawings:

a.	Title Sheet	1 Sheet
b.	Index of Sheets, IDOT Standards and General Notes	1 Sheet
c.	Summary of Quantities	4 Sheets
d.	Schedule of Quantities	4 Sheets
e.	Alignment, Ties and Benchmarks	2 Sheets
f.	Erosion Control Details	3 Sheets
g.	District One Standard Drawings	10 Sheets

4.5 **Path and West Parking Lot Design (WBK).** WBK is responsible for the design of revisions to the existing multi-use paths on the east and west banks of the Fox River that will be impacted by the proposed improvements. In addition, WBK will design the improvements for City parking lots X and W, located west of the Fox River. The structural plan set will consist of the following drawings:

a.	Existing Path Typical Sections	1 Sheet
b.	Proposed Path Typical Sections	1 Sheet
c.	Path Detour Plan	1 Sheet
d.	Existing Condition and Removals (Path and Lots)	2 Sheets
e.	Path Plan and Profile	2 Sheets
f.	Parking Lot Improvements Plan (include drainage)	2 Sheets
g.	Pavement Marking and Signing	2 Sheets
h.	Landscaping Plans	2 Sheets
i.	Erosion Control Plans	1 Sheet
j.	Construction Details	1 Sheet
k.	Path Cross Sections	4 Sheets

- l. The work under this task will include any barrier warrant design corresponding to the proposed path.
- m. Drainage Calculations will be performed for Parking Lots X and W.

4.6 **Plan Assembly.** WBK will be responsible for leading the overall plan effort and combining the final plan sheets. WBK will provide sheet numbers to the other consultants and will be responsible for combining the PDF plan sheets into one package.

4.7 **Plan Submittals.** The project team will make pre-final and final plan submittals to the City and IDOT based on the IDOT schedule for the selected letting date. In addition, the team will send

Route
Local Agency
Section
Project
Job No.
Type of Funding

FAU 2503 – IL Route 25
City of Aurora
16-00313-00-MS
CMM-4003(736)
D91-279-16
CMAQ

the City a PDF of the in-progress plan set when design is approximately 75% complete for comments. The Scope of Services estimates the following number of documents per submittal.

Pre-Final Submittal:

Plans:	IDOT BLR	7 copies 11"x17" Plans Sets
	City of Aurora	2 copies 11"x17" Plans Sets
	Utilities	5 copies 11"x17" Plans Sets
	Other Agencies	2 copies 11"x17" Plans Sets
	Internal QA Review	3 copies 11"x17" Plans Sets
	Kane-DuPage	3 copy 22"x34" Plan Set
	USCOE	1 copy 22"x34" Plan Set
Special Provisions:	IDOT	7 copies
	City of Aurora	2 copies
	Internal QA Review	3 copies

Final Submittal:

Plans:	IDOT BLR	2 copies 11"x17" Plans Sets 1 copy 22"x34" Plan Set
	City of Aurora	2 copies 11"x17" Plans Sets
	Utilities	5 copies 11"x17" Plans Sets
	Other Agencies	2 copies 11"x17" Plans Sets
	Internal QA Review	3 copies 11"x17" Plans Sets
	Kane-DuPage	3 copy 22"x34" Plan Set
	USCOE	1 copy 22"x34" Plan Set
Special Provisions:	IDOT	3 copies
	City of Aurora	2 copies
	Internal QA Review	3 copies

4.8 **Disposition Comments.** The final submittal will include a formal Disposition of Comments that addresses all review comments regarding the plans from IDOT and any other relevant agency.

5. SPECIFICATIONS AND SPECIAL PROVISIONS (All)

Each team member will be responsible for the project specifications and special provisions that correspond to their work items. (See T.Y. Lin Scope attached)

5.1 **Specifications and Special Provisions.** WBK, CBBEL, and T.Y. Lin will prepare contract specifications and special provisions for each submittal stage of the project (prefinal and final). The IDOT Standard Specifications and Supplemental Specifications are included by reference in the first paragraph of the project Special Provisions. Applicable IDOT Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions will be included by

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the Standard Specifications, Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions or Guide Bridge Special Provisions, a project specific Special Provision will be written by WBK. These Special Provisions will conform to the requirements of Section 11-3 of the BLRS Manual and the BDE Manual, Chapter 66.

- 5.2 **Document Assembly.** WBK will be responsible for leading the overall specifications effort and combining the final document.
- 5.3 **Disposition Comments.** The final submittal will include a formal Disposition of Comments that addresses all review comments regarding the contract documents from IDOT and any other relevant agency.

6. **QUANTITY CALCULATIONS** (All)

Each team member will be responsible for the quantity calculations that correspond to their work items. (See T.Y. Lin Scope Attached)

- 6.1 **Quantity Calculations.** WBK, CBBEL, and T.Y. Lin will prepare quantity computations for each submittal stage of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet (to be completed by WBK) and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to IDOT as requested.

The Standard Specifications for Road and Bridge Construction, Supplemental Specifications and the Recurring Special Provisions will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the IDOT Coded Pay Items on the IDOT website.

- 6.2 **Document Assembly.** WBK will be responsible for assembling and combining the final quantity document.
- 6.3 **QAQC.** Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a Senior Project Engineer and the structural quantity calculations will be reviewed by a Senior Structural Engineer.

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

7. **COST ESTIMATE AND CONTRACT TIME** (WBK)

Each team member will be responsible for the unit costs that correspond to their work items. (See T.Y. Lin Scope Attached). WBK will use the Quantity Calculations and the unit costs provide by T.Y. Lin and CBBEL to provide an Engineer's Opinion of Probable Cost for the project improvements.

7.1 **Engineer's Opinion of Probable Cost.** WBK will prepare engineering opinions of probable construction costs for each submittal stage of the project. Utilizing the pay items and quantities, opinions of costs will be produced. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

BLRS Form 11510 will be used to prepare the cost estimate and will include pay item number, item, unit, quantity, unit cost and total cost.

7.2 **QAQC.** Prior to each submittal, the cost estimate for civil quantities will be reviewed by a Senior Project Engineer and the cost estimate for structural quantities will be reviewed by a Senior Structural Engineer.

7.3 **Contract Time.** WBK will prepare engineering opinions of contract time for each submittal stage of the project. Itemized production rates will be determined using established guideline shown in the IDOT Chapter 66 of the Bureau of Design and Environment Manual.

8. **PERMITTING** (WBK)

8.1 **USACE Permit.** U.S. Army Corps of Engineers (USACE) Permitting. WBK will prepare and submit the necessary permit application to the USACE based on the wetland delineation and the Phase 2 engineering drawings. We have assumed that the project will be permitted as an RP3 under the reauthorized Regional Permit Program, effective April 1, 2012.

8.2 **Kane-DuPage Soil Water and Conservation District (KDSWCD) Review.** WBK will prepare the necessary review submittals; based on the Phase 2 engineering plans. WBK will provide one set of revisions to the plans as requested by the KDSWCD. Three (3) copies of the Final plans will be submitted for signature upon approval by the KDSWCD. One (1) set of plans will remain with the KDSWCD, one (1) set will be kept by WBK for record keeping and one (1) set will be utilized for construction documentation.

8.3 **Floodway Construction Permit**

- a. This will include updating the regulatory hydraulic model with final pier locations and dimensions and geotechnical data in order to calculate anticipated scour for the piers.
- b. Update the floodway and floodplain fill and compensatory storage calculations based on the final plans (single iteration)
- c. If the causeway design changes, this task includes inputting the final causeway design into the model to verify that the design meets the floodway construction permit

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

requirements for change is water surface elevation. This includes modeling of only one additional causeway design.

- d. This will include updating exhibits, calculations, narrative based on the final bridge design and compensatory storage calculations.

8.4 City of Aurora Stormwater Permit

This task includes applying for a stormwater permit from the City of Aurora. Calculations and engineering documents shall be compiled in a manner consistent with the requirements of the Kane County Stormwater Ordinance as amended by the City of Aurora, and will be submitted to Aurora for review. Permit fees are not included in our scope of work. The City will self-certify the stormwater permit submittal. We will coordinate with the City and their designated review engineer and will attend meetings and/or make revisions to said permit application as necessary. Although we understand the stormwater detention requirements will be provided by fee-in-lieu, documentation will be included in the permit application.

- 8.5 Update Environmental (cultural + biological) Clearances.** The IDOT environmental clearances are active for 2 years and may expire prior to completion of the Phase II design and project letting. If they expire, WBK will resubmit to IDOT for approval.

- 8.6 NPDES Permit.** This task shall include the preparation and submittal of a Notice of Intent (NOI) to the IEPA for the entire project site. In addition, erosion control plans will be prepared and a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10 (Plan scope included in Task 4).

9. UTILITY COORDINATION (CBBEL)

Utilizing existing utility information and utility contacts obtained during the Phase I engineering, CBBEL will send plans to all known utility companies for their review of the accuracy of existing utility locations at the 75% submittal milestone. CBBEL will identify potential conflicts and coordinate with utilities companies to initiate design and construction of any relocations. Although not included in this proposal, the City may choose to hire a subsurface utility engineering company to get exact locations of existing utilities in critical areas. This will depend on the accuracy of the information provided by the utility companies.

10. GEOTECHNICAL INVESTIGATION (TSC)

It is anticipated that TSC will complete structural borings at the remaining locations not completed during Phase I in a separate contract. However, in order to meet CCDD requirements, TSC will complete a site investigation and make the necessary recommendations on how to treat excavated materials. Please refer to TSC’s attached scope of services for additional detail.

- 10.1 Coordination.** WBK will coordinate the planned CCDD investigation program with TSC and the City to minimize impacts to users of the local facilities.

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
Section	16-00313-00-MS
Project	CMM-4003(736)
Job No.	D91-279-16
Type of Funding	CMAQ

11. MEETINGS & COORDINATION (WBK)

Meetings and coordination will serve to discuss and resolve issues during the design process. Minutes of all meetings will be prepared by WBK and distributed within five working days of the meeting. WBK will be responsible for maintaining a list of action items that will be updated at each meeting.

11.1 Anticipated Meetings. The assumption for the below meetings is that 2 WBK staff per meeting at 3 hours per meeting. TY Lin and CBBEL will attend a maximum of 4 meetings each, not including public involvement.

- a. Phase II Kickoff Meeting with City of Aurora
- b. Progress Meetings (assume 10 total)
- c. Meet with IDOT and City of Aurora (assume 2 meetings)
- d. Preparation time prior to meetings (agenda, exhibits, etc.; total of 12 Meetings)
- e. Prepare Meeting Minutes (Total of 12 Meetings)

12. PUBLIC INVOLVEMENT (All)

In order to gauge public opinion on the final project design, it is anticipated that the design team will conduct one (1) public coordination meeting during the Phase II design. Each team member will be responsible for contributing exhibits and having at least one (1) employee present to answer questions from the public. General comments will be received from the public and responded to in a format approved by the City.

12.1 Organize Meeting. WBK will identify the locations and coordinate schedules.

12.2 Advertisement and Mailings. WBK will work with the City to provide necessary information for local and stakeholder mailings. WBK will not mail or advertise for a public meeting.

12.3 Prepare Displays, Exhibits, and Handouts. Each team member will prepare at least one (1) display outlining their involvement in the proposed improvements. WBK will organize final printing and prepare any handouts for the public.

12.4 Attend Meeting and Record Public Comment. WBK will attend and lead the public meeting. Public comment forms will be available and a representative from WBK will record attendance and collect comments.

12.5 Respond to Comments. WBK will take the recorded public comments and send out responses accordingly.

12.6 Coordinate with Team Members. WBK will coordinate with team members to ensure uniformity and completeness of presentation.

Route	FAU 2503 – IL Route 25
Local Agency	City of Aurora
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13. PROJECT ADMIN

The successful management of a project requires scheduling and reporting of the progress of the project. Work will include the following task:

13.1 **Project Setup.** WBK will initiate project setup.

13.2 **Task Management.** WBK will manage tasks associated with work reviews, budget adherence, manpower, project meetings, contract administration and invoicing

13.3 **Monthly Reports.** WBK will prepare and submit monthly progress reports during months when engineering activities occur and invoices are due.

13.4 **Internal Reviews.** WBK will perform reviews of all design elements associated with the project.

13.5 **Project Schedule.** WBK will prepare and monitor the project schedule in Microsoft Project and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of work reviews, resource planning, internal team coordination and contract administration.

Exclusions to the Scope of Services

The foregoing outlines Project Design Team's understanding of the Scope of Services required for the successful completion of this engineering project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope and would be considered as additional services if required by the City of Aurora or any other agency for the completion of this project.

- A. Geotechnical Investigation and report for structural borings to be submitted as a separate contract
- B. IDOT Permitting for Phase III Activities
- C. Phase III and pre-construction activities, including but not limited to: RFIs, pre-construction meetings and Shop Drawing Review. If these services are required they shall be completed under a separate contract.
- D. Preparation of landscaping design plans (other than seeding/sodding of disturbed area), preparation of streetscape/site furnishing plans, preparation of plans for signage other than regulatory/traffic signs (i.e. wayfinding signs, parking space signs, etc. are excluded)

PHASE II ENGINEERING SERVICES
Aurora Transportation Center (ATC) Regional Facility Enhancements
ATTACHMENT "B"

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Structure No. N/A

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

Overhead Rate (OH) 126.44 %
 Complexity Factor (R) 0.000
 Calendar Days 563

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate (0.37 + R) DL
 Lump Sum

Date: 5/12/2016

Cost Estimate of Consultant's Services in Dollars

1	Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
	1 Data Collection and Coordination						\$ -	\$ -	\$0.00	\$0.00
		Engineer III	4.0	\$38.91	\$155.64	\$196.79			\$51.10	\$403.53
		Engineer II	12.0	\$32.87	\$394.44	\$498.73			\$129.51	\$1,022.68
		Engineering Technician III	8.0	\$35.19	\$281.52	\$355.95			\$92.43	\$729.90
	2 Route and Hydraulic Surveys						\$ -	\$ 3,270.00	\$474.15	\$3,744.15
		Engineer III	4.0	\$38.91	\$155.64	\$196.79			\$51.10	\$403.53
		Engineering Technician III	32.0	\$35.19	\$1,126.08	\$1,423.82			\$369.74	\$2,919.64
		Engineering Technician II	76.0	\$30.40	\$2,310.40	\$2,921.27			\$758.59	\$5,990.26
		Professional Land Surveyor	4.0	\$44.37	\$177.48	\$224.41			\$58.27	\$460.16
	3 ROW and Land Acquisition Services						\$ -	\$ 3,600.00	\$522.00	\$4,122.00
		Engineering Technician II	8.0	\$30.40	\$243.20	\$307.50			\$79.85	\$630.55
		Professional Land Surveyor	98.0	\$44.37	\$4,348.26	\$5,497.94			\$1,427.70	\$11,273.90
	4 Plan Preparation and Design						\$ 774,272.55	\$ 200.00	\$29.00	\$774,501.55
		Engineer IV	10.0	\$49.40	\$494.00	\$624.61			\$162.20	\$1,280.81
		Engineer III	190.0	\$38.91	\$7,392.90	\$9,347.58			\$2,427.37	\$19,167.85
		Engineer II	226.0	\$32.87	\$7,428.62	\$9,392.75			\$2,439.10	\$19,260.47
		Engineering Technician IV	12.0	\$47.41	\$568.92	\$719.34			\$186.80	\$1,475.06
		Engineering Technician III	99.0	\$35.19	\$3,483.81	\$4,404.93			\$1,143.87	\$9,032.61
		Engineering Technician II	88.0	\$30.40	\$2,675.20	\$3,382.52			\$878.37	\$6,936.09
		Senior Structural Engineer	26.0	\$65.16	\$1,694.16	\$2,142.10			\$556.26	\$4,392.52
		Landscape Architect	16.0	\$32.79	\$524.64	\$663.35			\$172.26	\$1,360.25
	5 Specifications and Special Provisions						\$ 7,137.83	\$ 150.00	\$21.75	\$7,309.58
		Engineer III	12.0	\$38.91	\$466.92	\$590.37			\$153.31	\$1,210.60
		Engineer II	2.0	\$32.87	\$65.74	\$83.12			\$21.58	\$170.44
		Engineering Technician IV	48.0	\$47.41	\$2,275.68	\$2,877.37			\$747.19	\$5,900.24
		Senior Structural Engineer	4.0	\$65.16	\$260.64	\$329.55			\$85.58	\$675.77
	6 Quantity Calculations						\$ 8,340.21	\$ -	\$0.00	\$8,340.21
		Engineer III	20.0	\$38.91	\$778.20	\$983.96			\$255.51	\$2,017.67
		Engineer II	20.0	\$32.87	\$657.40	\$831.22			\$215.85	\$1,704.47
		Engineering Technician IV	12.0	\$47.41	\$568.92	\$719.34			\$186.80	\$1,475.06
		Engineering Technician III	12.0	\$35.19	\$422.28	\$533.93			\$138.65	\$1,094.86
		Engineering Technician II	12.0	\$30.40	\$364.80	\$461.25			\$119.78	\$945.83
		Senior Structural Engineer	4.0	\$65.16	\$260.64	\$329.55			\$85.58	\$675.77
	7 Cost Estimate and Contract Time						\$ -	\$ -	\$0.00	\$0.00
		Engineer III	20.0	\$38.91	\$778.20	\$983.96			\$255.51	\$2,017.67
		Engineer II	0.0	\$32.87	\$0.00	\$0.00			\$0.00	\$0.00
		Engineering Technician IV	32.0	\$47.41	\$1,517.12	\$1,918.25			\$498.13	\$3,933.50

PHASE II ENGINEERING SERVICES
Aurora Transportation Center (ATC) Regional Facility Enhancements
ATTACHMENT "B"

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Structure No. N/A

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

Overhead Rate (OH) 126.44 %
 Complexity Factor (R) 0.000
 Calendar Days 563

Method of Compensation:
 Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate (0.37 + R) DL
 Lump Sum

Date: 5/12/2016

Cost Estimate of Consultant's Services in Dollars

#	Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
8	Permitting						\$ -	\$ 80.00	\$11.60	\$91.60
		Engineer IV	34.0	\$49.40	\$1,679.60	\$2,123.69			\$551.48	\$4,354.77
		Engineer III	4.0	\$38.91	\$155.64	\$196.79			\$51.10	\$403.53
		Engineer II	130.0	\$32.87	\$4,273.10	\$5,402.91			\$1,403.02	\$11,079.03
		Engineering Technician III	32.0	\$35.19	\$1,126.08	\$1,423.82			\$369.74	\$2,919.64
		Senior Scientist	4.0	\$68.85	\$275.40	\$348.22			\$90.42	\$714.04
		ERS III	56.0	\$31.62	\$1,770.72	\$2,238.90			\$581.39	\$4,591.01
		Landscape Architect	4.0	\$32.79	\$131.16	\$165.84			\$43.07	\$340.07
9	Utility Coordination						\$ 8,142.83	\$ -	\$0.00	\$8,142.83
		Engineer III	2.0	\$38.91	\$77.82	\$98.40			\$25.55	\$201.77
10	Geotechnical Investigation						\$ 20,116.00	\$ -	\$0.00	\$20,116.00
		Engineer III	8.0	\$38.91	\$311.28	\$393.58			\$102.20	\$807.06
11	Meetings and Coordination						\$ 6,451.11	\$ 162.00	\$23.49	\$6,636.60
		Engineer III	69.0	\$38.91	\$2,684.79	\$3,394.65			\$881.52	\$6,960.96
		Senior Scientist	39.0	\$68.85	\$2,685.15	\$3,395.10			\$881.64	\$6,961.89
12	Public Involvement						\$ 3,065.10	\$ 230.40	\$33.41	\$3,328.91
		Engineer III	32.0	\$38.91	\$1,245.12	\$1,574.33			\$408.82	\$3,228.27
		Engineer II	40.0	\$32.87	\$1,314.80	\$1,662.43			\$431.70	\$3,408.93
		Engineering Technician III	8.0	\$35.19	\$281.52	\$355.95			\$92.43	\$729.90
		Engineering Technician II	8.0	\$30.40	\$243.20	\$307.50			\$79.85	\$630.55
		Senior Scientist	6.0	\$68.85	\$413.10	\$522.32			\$135.64	\$1,071.06
13	Project Administration and Management						\$ -	\$ -	\$0.00	\$0.00
		Engineer III	36.0	\$38.91	\$1,400.76	\$1,771.12			\$459.92	\$3,631.80
		Senior Scientist	36.0	\$68.85	\$2,478.60	\$3,133.94			\$813.82	\$6,426.36
Totals			1659.0		\$ 64,419.29	\$ 81,451.74	\$ 827,525.63	\$ 7,692.40	\$ 22,266.70	\$ 1,003,355.76

Route FAU 2503
Local Agency City of Aurora
Section 16-00313-00-MS
Project CMM-4003(736)
Job No. D-91-279-16
Existing Structure CMM-4003(736)

Description		Engineer IV	Engineer III	Engineer II	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Senior Scientist	ERS III	Landscape Architect	Professional Land Surveyor	Sub-Consultant Costs	In House Direct Costs
1	Data Collection and Coordination													
	1.1 Review Existing Data and Setup Project	12	4			8								
	1.2 Site Visit and Photo Logs	12		12										
	SUB-TOTAL	24.0	4.0	12.0		8.0							\$ -	\$ -
	PERCENT		17%	50%		33%								
2	Route and Hydraulic Surveys													
	2.1 Review Existing Data	20				12	4					4		
	2.2 Horizontal and Vertical Control	8					8							
	2.3 Supplemental Topographic Survey	88	4			20	64							
	Previous IL 25 Survey													
	Any Locations previously surveyed that have been modified													
	SUB-TOTAL	116.0	4.0			32.0	76.0					4.0	\$ -	\$ 3,270.00
	PERCENT		3%			28%	66%					3%		
3	ROW and Land Acquisition Services													
	3.1 Establish Existing ROW	8					8							
	3.2 Plats and Legal Descriptions	90										90		
	3.3 Land Acquisitions Services	8										8		
	SUB-TOTAL	106.0					8.0					98.0	\$ -	\$ 3,600.00
	PERCENT						8%					92%		
4	Plan Preparation and Design													
	4.1A Roadway and ATC Parking Lot Improvements Design	CBBEL	2										\$ 43,762.31	
	4.1B Traffic Signal Improvements Design	CBBEL	2										\$ 39,681.06	
	1 Data Collection													
	2 Traffic Signal Plans Base Sheet Preparation													
	3 Traffic Signal Removal Plans													
	4 Temporary Traffic Signal Installation Plans													
	5 Traffic Signal Installation/Modification Plans													
	6 Temporary Interconnect Plans													
	7 Interconnect Plans Base Sheet Preparation													
	8 Interconnect Plans													
	4.1C Drainage Improvements Design	CBBEL	2										\$ 10,417.73	
	4.1D Roadway and Parking Lot Lighting Design	CBBEL	2										\$ 42,694.45	
	1 Preliminary Submittal (Photometric Calculations)													
	2 Preliminary Submittal (Detailed Plan Design)													
	3 Final Submittal													
	4.2 Bridge Design	TY Lin											\$ 637,717.00	
	Coordination with TY Lin		12											
	4.3 MSE Retaining Wall Design and Plans	Sht.	Hrs/Sht.	Total	Chk.									
	a General Plan & Elevation	1	40	40	40	16	16	8						
	b MSE Wall Elevations	1	16	16	16	6	6	4						
	c MSE Wall Section and Details	3	18	54	54	20	20	14						
	Total Structural Sheets	5		110	110									
	d Structural Design Calculations and Analysis				12	4	4	4						
	e Design QAQC				8			8						
	4.4 General Plan Assembly	Sht.	Hrs/Sht.	Total	Chk.									
	a Title Sheet	1	5	5	5			5						
	b Index of Sheets, State Standards & General Notes	1	10	10	10	2	2	4	2					
	c Summary of Quantities	4	10	40	40	4	12	12	12					
	d Schedule of Quantities	4	12	48	48	8	16	12	12					
	e Alignment, Ties & Benchmarks	2	10	20	20	10		6	4					
	f Erosion and Sediment Control Plan	3	12	36	36	12	12	6	6					
	g District One Standard Drawings	10	1	10	10			6	4					
	Total Civil Sheets	25		169	169									

Route FAU 2503
Local Agency City of Aurora
Section 16-00313-00-MS
Project CMM-4003(736)
Job No. D-91-279-16
Existing Structure CMM-4003(736)

Description					Engineer IV	Engineer III	Engineer II	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Senior Scientist	ERS III	Landscape Architect	Professional Land Surveyor	Sub-Consultant Costs	In House Direct Costs
4.5	Path and West Parking Lot Design				Sht.	Hrs/Sht.	Total	Chk.									
	a	Existing Typical Sections			1	10	10	10									
	b	Proposed Typical Sections			1	12	12	12									
	c	Traffic Control Plan (Detour Plan)			1	12	12	12									
	d	Existing Conditions and Removals			2	12	24	24									
	e	Plan & Profile			2	12	24	24									
	f	Parking Lot Improvements Plan (Including Drainage)			2	12	24	24	4								
	g	Pavement Marking and Landscaping Plan			2	10	20	20		4	4						
	h	Landscaping Plan			2	10	20	20						16			
	i	Erosion and Sediment Control Plan			1	12	12	12	2								
	j	Construction Details			1	8	8	8		4	4						
	k	Cross Sections			4	12	48	48		20	20						
		Total Civil Sheets			19		214	214									
	l	Barrier Warrant Analysis						12									
	m	Drainage Calculations for Lots X and W						20	4								
	4.6	Plan Assembly						18		4	4						
	4.7	Plan Submittals (Pre-Final and Final)						52		12	12						
	4.8	Disposition Comments						32									
		SUB-TOTAL					667.0		10.0	190.0	226.0	12.0	99.0	88.0	26.0		16.0
		PERCENT							1%	28%	34%	2%	15%	13%	4%		2%
5	Specifications and Special Provisions				Chk.												
	5.1	Specifications and Special Provisions									4						
	5.2	Document Assembly															\$ 7,137.83
	5.3	Disposition Comments															
		SUB-TOTAL					66.0			12.0	2.0	48.0		4.0			\$ 7,137.83
		PERCENT							18%	3%	73%		6%				\$ 150.00
6	Quantity Calculations				Chk.												
	6.1	Quantity Calculations						40									
	6.2	Document Assembly						32		16	16						\$ 8,340.21
	6.3	QAQC						8			8						
		SUB-TOTAL					80.0			20.0	20.0	12.0	12.0	12.0	4.0		\$ 8,340.21
		PERCENT							25%	25%	15%	15%	15%	5%			\$ -
7	Cost Estimate and Contract Time				Chk.												
	7.1	Engineer's Opinion of Probable Cost						32			16						
	7.2	QAQC						4			4						
	7.3	Contract Time						16			16						
		SUB-TOTAL					52.0			20.0	32.0						\$ -
		PERCENT							38%	62%							\$ -
8	Permitting																
	8.1	USACE Permit						26						24	2		
	8.2	Kane-DuPage Soil Water and Conservation District (KDSWCD) Review						6						6			
	8.3	Floodway Construction Permit															
	a	Update Hydraulic Model						30		6	24						
	b	Update Comp Storage						32		4	20						
	c	Final Causeway Design						38		8	30						
	d	Update Permit Application/Submittal						40		8	24						
	8.4	City of Aurora Stormwater Permit						62		8	32						
	8.5	Update Environmental (cultural + biological) Clearances						6						12	2		
	8.6	NPDES Permit						24			4			6			
		SUB-TOTAL					264.0		34.0	4.0	130.0	32.0	4.0	56.0	4.0		\$ -
		PERCENT							13%	2%	49%	12%	2%	21%	2%		\$ 80.00
9	Utility Coordination																
		Utility Coordination by CBBEL															
		SUB-TOTAL					2.0			2.0							\$ 8,142.83
		PERCENT							100%								\$ -

Route FAU 2503
Local Agency City of Aurora
Section 16-00313-00-MS
Project CMM-4003(736)
Job No. D-91-279-16
Existing Structure CMM-4003(736)

Description		Engineer IV	Engineer III	Engineer II	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Senior Scientist	ERS III	Landscape Architect	Professional Land Surveyor	Sub-Consultant Costs	In House Direct Costs	
10	Geotechnical Investigation														
10.1	Coordination														
	Geotechnical CCDD by TSC		8										\$ 20,116.00		
	SUB-TOTAL		8.0										\$ 20,116.00	\$ -	
	PERCENT		100%												
11	Meetings and Coordination														
11.1	Anticipated Meetings														
a	Phase II Kickoff Meeting with City of Aurora		3						3						
b	Progress Meetings (Assume 10 Total)		30						30				\$ 6,451.11		
c	Meet with IDOT and City of Aurora (Assume 2 Meetings)		6						6						
d	Preparation Time Prior To Meetings (Agenda, Exhibits, etc)		12												
e	Prepare Meeting Minutes (Total of 12 Meetings)		18												
	SUB-TOTAL		69.0						39.0				\$ 6,451.11	\$ 162.00	
	PERCENT		64%						36%						
12	Public Involvement														
12.1	Organize Meeting		2	4											
12.2	Advertisement and Mailings		2	2											
12.3	Prepare Displays, Exhibits, and Handouts		8	16		8	8								
12.4	Attend Meeting and Record Public Comment		6	6					6				\$ 3,065.10		
12.5	Respond To Comments		8	12											
12.6	Coordinate With Team Members		6												
	SUB-TOTAL		32.0	40.0		8.0	8.0		6.0				\$ 3,065.10	\$ 230.40	
	PERCENT		34%	43%		9%	9%		6%						
13	Project Administration and Management														
13.1	Project Setup		6						6						
13.2	Task Management		8						8						
13.3	Monthly Reports		8						8						
13.4	Internal Reviews		6						6						
13.5	Project Schedule		8						8						
	SUB-TOTAL		36.0						36.0				\$ -	\$ -	
	PERCENT		50%						50%						
	TOTALS	1659.0	44.0	401.0	430.0	104.0	191.0	192.0	34.0	85.0	56.0	20.0	102.0	\$ 827,525.63	\$ 7,692.40
	PERCENT		3%	24%	26%	6%	12%	12%	2%	5%	3%	1%	6%		

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16

**Aurora Transportation Center (ATC) Regional Facility Enhancements
 City of Aurora
 PHASE II ENGINEERING SERVICES**

Development of Project Hourly Rates (IDOT Method)

Item	2016 Actual Rate	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2016 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	6	12	0	0	0	0
% of Project Duration	33.33%	66.67%	0.00%	0.00%	0.00%	0.00%
Extension	0.333	0.687	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0200

Project Duration: June 16, 2016 to December 31, 2017 = 18 months

Allowed Percentage Escalation 3.00% 1.030

Route FAU 2503
Local Agency City of Aurora
Section 16-00313-00-MS
Project CMM-4003(736)
Job No. D-91-279-16

Aurora Transportation Center (ATC) Regional Facility Enhancements
City of Aurora
PHASE II ENGINEERING SERVICES

Escalation Factor 1.020

Classification	2016 Actual Rate		<i>Adjusted Rate</i>
Engineer VI	70.00	\$	70.00
Engineer V	57.83	\$	58.99
Engineer IV	48.43	\$	49.40
Engineer III	38.15	\$	38.91
Engineer II	32.23	\$	32.87
Engineer I	26.85	\$	27.39
Engineering Technician IV	46.48	\$	47.41
Engineering Technician III	34.50	\$	35.19
Engineering Technician II	29.80	\$	30.40
Senior Structural Engineer	63.88	\$	65.16
Senior Scientist	67.50	\$	68.85
ERS III	31.00	\$	31.62
Urban Planner V	67.50	\$	68.85
Urban Planner IV	58.00	\$	59.16
Urban Planner III	36.25	\$	36.98
Urban Planner II	33.75	\$	34.43
Urban Planner I	26.75	\$	27.29
Landscape Architect	32.15	\$	32.79
Professional Land Surveyor	43.50	\$	44.37
Office Professional	23.21	\$	23.67

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Struc N/A

Consultant WBK Engineering, LLC

			TASK 1		TASK 2		TASK 3	
			Data Collection and Coordination		Route and Hydraulic Surveys		ROW and Land Acquisition Services	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00	6	\$270.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Traffic Control (Per Day)	UNIT	\$1,000.00		\$0.00	3	\$3,000.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00	9	\$3,600.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals						\$3,270.00		\$3,600.00

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Struc N/A

Consultant WBK Engineering, LLC

			TASK 4 Plan Preparation and Design		TASK 5 Specifications and Special Provisions		TASK 6 Quantity Calculations	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20	1,000	\$200.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00	1,000	\$150.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Traffic Control (Per Day)	UNIT	\$1,000.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$200.00		\$150.00		\$0.00

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Struc N/A

Consultant WBK Engineering, LLC

			TASK 7 Cost Estimate and Contract Time		TASK 8 Permitting		TASK 9 Utility Coordination	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00	2	\$80.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Traffic Control (Per Day)	UNIT	\$1,000.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$0.00		\$80.00		\$0.00

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Struc N/A

Consultant WBK Engineering, LLC

			TASK 10		TASK 11		TASK 12	
			Geotechnical Investigation		Meetings and Coordination		Public Involvement	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00	300	\$162.00	60	\$32.40
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00	6	\$198.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Traffic Control (Per Day)	UNIT	\$1,000.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$0.00		\$162.00		\$230.40

PHASE II ENGINEERING SERVICES

Route FAU 2503
 Local Agency City of Aurora
 Section 16-00313-00-MS
 Project CMM-4003(736)
 Job No. D-91-279-16
 Existing Struc N/A

**In-House Direct
 Costs (IHDC)**

Consultant WBK Engineering, LLC

			TASK 13	
			Project Administration and Management	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST
DIRECT COSTS				
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00
Traffic Control (Per Day)	UNIT	\$1,000.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00
Sub-Totals				\$0.00

RIVER EDGE PARK BRIDGE
DESIGN PHASE
STRUCTURAL PLAN PREPARATION

SCOPE OF SERVICES

May 12, 2016

General

We will perform the final Phase II design of the River Edge Park Pedestrian Bridge in accordance to IDOT's requirements for structural drawings in the latest edition of the IDOT Bridge Manual.

The work will include providing final detailed calculations for the Beam bridge type as shown in the T, S and L drawings.

The final design will be tailored to the construction budget allocated by the City of Aurora for the project (approximately \$7.2 Million for the structure including a 20% general contingency). Any modifications to the basic design will be done in coordination with the City to maintain the character of the concept design as much as possible within the budget constraints. It should be understood that all elements shown from concept design and the T, S and L may not be possible within the budget limitations and depending on market conditions and funding availability.

A proposed sheet list is attached as part of this proposal. The Phase II design plans, specifications and estimates, suitable for bidding will consist of the following elements:

General

General Plan and Elevation

General Notes, Bill of Material, Index of Structural Sheets

Sequence of Construction recommendation

Geometric Layout/Foundation Plan/Offset sketches and Profiles

Estimate of Time to Construct (at Pre Final Plans)

Estimate of Cost (at each plan review submittal)

Special Provisions and Specifications for Bridge and Architectural Elements

Substructure

Foundation layout and plans

Foundation details

Elevations and sections through 6 piers with dimensions

Reinforcement details and bar lists.

Abutments

East Abutment Plan Elevation, Sections and Details

West Abutment Plan Elevation, Sections and Details

Retaining wall, East and West, Plan, Elevation and Sections

Reinforcement details and bar lists.

Superstructure

Typical Sections of decks and beam
Superstructure Plan with reinforcement details
Top of Slab elevation plans
Top of East and West approach slab elevations
Superstructure details
Beam details and sections
Reinforcement details and bar lists.

Various Structural Details

Bearing details
Expansion Joint details
Drainage Plan and Details
Viewing Platform plan, layout and details
Approach Slab details
Railing Location/Attachment Details
Monument End Elements plan, sections, reinforcing details
Inclusion of Standard IDOT structural detail sheets as required

Architectural Elements

Railing Sections, Color, Material and Fabrication details
Seating (Bench) details
Architectural details for Beam, Deck, Piers and Abutments, including skating/boarding deterring elements.
Architectural Plan and Design for Monument End Elements
Architectural surface finish and color determination

Electrical Elements

Lighting system type, general locations, operational characteristics and system needs study/report (by subconsultant)
Lighting General Notes and Bill of Material
Lighting location plans and attachment details – (coordinated with structural plans)
Utility duct locations and material needs details (coordinated with structural and civil plans)
Lighting Circuit diagram

Other Items

Signing and Pavement marking plan on bridge and approach slabs by others
Geotechnical boring logs –Material provided by others.

Meetings.

- A. One Meeting at City of Aurora including site visit at project start up and Architectural Details meeting.
- B. Two Meetings at City of Aurora at completion of Pre-Final and Final Plans to discuss comments.
- C. One Conference Call Meeting with IDOT Bridge Office in Springfield to discuss comments

Schedule

Notice to Proceed:	August 1, 2016
Electrical Report	November 1, 2016
In progress Submittals	TBD
PreFinal Submittal (95%) & Bridge Office Submittal	July 15, 2017
Final Plan Submittal	October 15, 2017

Qualifying Items

A. Work that will prepared by others:

- Grading and site restoration plans
- Multi-use trail and sidewalk site design
- Utility and site drainage and site lighting plans
- Contractor Construction access staging plans
- Construction site protection plans/sidewalk and trail detours
- Temporary causeway, cofferdam or excavation design
- Geotechnical information, sampling and reports
- Forms, testing, permits or other material regarding Clean Construction and Demolition Debris (CCDD)
- Supplemental Topographic Surveys
- Hydraulic modeling for IDOT [BLR Form 10210](#)
- Environmental clearances and coordination
- Permitting
- Security items such as fencing and closed circuit cameras
- Scour analysis
- Erosion control/abutment protection measures
- Pavement marking and signing
- Lighting study (for changeable, color LED system) , operational characteristics and material needs (by subconsultant)

B. Scope does not include preparation of any additional 3D and/or artistically rendered drawings or any architectural models. These services are available as Supplemental Services.



engineers | planners | scientists

Supplemental Services

For supplemental services that are requested outside of those listed above, the hourly rates listed in Exhibit A – Fee will apply. The manhours per supplemental task will be negotiated and agreed upon prior to additional work being performed. The hourly rates listed in Exhibit A – Fee are in effect until December 31, 2017 after which new rates may be applicable.

**River Edge Park Bridge
Design Engineering Phase - City of Aurora
April 29, 2016**

Exhibit A - Fee

Consultant: T.Y. Lin International
Activity: Phase II Plan Preparation

Task	Description	Project Mngr	Estimated Labor Hours										Labor Totals			
			Princ. Engr	Sr. Bridge Eng	Bridge Eng	Elec. Engr.	Staff Engr.	Sr. Arch.	Arch.	Sr CADD Tech	CADD Tech	Hours	Amount			
1.0	General Plan Information															
1 1	General Plan and Elevation	1		4	11			12				4		32	\$1,615	
1 2	General Notes/Index/Bill of Mat'l (2)	1		6	14			17		6	4		48	\$2,313		
1 3	Sequence of Construction	2	2	12	8						8	18	50	\$2,984		
1 4	Geometric Layout/Foundation Plan	2		8	18						8	24	60	\$3,318		
2.0	Superstructure Details															
2 1	Top of Deck Layout and Elevations (3)	3		16	29						16	32	96	\$5,441		
2 2	Typical Sections (2)	2	2	24	48			4			32	48	160	\$9,120		
2 3	Deck Plan	1		15	22			2	1		12	20	72	\$4,188		
2 4	Superstructure Details (2)	2		24	50			4			24	40	144	\$8,250		
2 5	Viewing Platform Details	1		12	19			8	8		12	20	80	\$4,575		
2 6	Approach Slab Details/Elevations (2)	2		4	16			20			6		48	\$2,352		
2 7	Railings details (2)	2		24	38			8	8		24	48	152	\$8,557		
2 8	Expansion Joint Details (2)	2		8	22						24	40	96	\$5,140		
2 9	Drainage Layout and Details (2)	2		8	22						16	16	64	\$3,633		
3.0	Girders															
3 1	Girder Layout	2	2	16	30						24	30	104	\$5,938		
3 2	Girder Details (2)	2	2	32	52						40	56	184	\$10,431		
3 3	Bearing Details (2)			12	36						12	36	96	\$5,185		
4.0	Substructure Details															
4 1	Abutment Plan and Elevation (2)	2		24	54			64			16		160	\$7,933		
4 2	Abutment Details (4)	4		40	116			112			16		288	\$14,306		
4 3	Pier Details (6)	6		48	138			264			72		528	\$24,209		
4 4	Retaining Wall Plan and Elevation	1		8	15			18			6		48	\$2,443		
4 5	Retaining Wall Details (3)	3		24	43			70			20		160	\$7,829		
4 6	IDOT Detail Sheets (2)				5			5					10	\$435		
4 7	Boring Logs				4			6					10	\$410		
5.0	Architectural Details															
5 1	Girders (2)	1							24	40			65	\$3,527		
5 2	Deck (2)	1							24	40			65	\$3,527		
5 3	Railings details (2)	1							30	32			63	\$3,718		
5 4	Miscellaneous Seating and Monument (3)	1							48	70			119	\$6,586		
6.0	Electrical and Lighting															
6 1	Notes/Bill of Materials	1					23	16					40	\$1,991		
6 2	Plan and Circuiting (2)	1					41	50					92	\$4,144		
6 3	Details (3)	1					93	98					192	\$8,795		
7.0	Management and Development															
7 1	Plan Development Outline	1		4	7			4					16	\$919		
7 2	Quantity Calculations	4		24	20			20	4	8			80	\$4,590		
7 3	Special Provisions	4		32	10				24	10			80	\$5,721		
7 4	IDOT Pay Item Worksheet	1		4	12			7					24	\$1,291		
7 5	Estimate of Time	2		10	16				4				32	\$2,178		
7 6	Estimate of Cost	2		10	16				4				32	\$2,178		
7 7	Management	80	80										160	\$15,075		
7 8	Quality Control	8	88	30									126	\$11,066		
7 9	Meetings (4 meetings - Kick off/Arch Details, PreFinal, Bridge Off(conf call), Final	14	6	2	8				8				38	\$3,161		
(X) Denotes number of Plan Sheets		Total Hours:	166	182	485	899	157	783	196	222	396	428	3914			
		Rate:	\$97.71	\$90.72	\$76.68	\$55.67	\$60.61	\$31.23	\$81.23	\$36.99	\$55.74	\$44.21				
		Subtotal - Labor:	\$16,220	\$16,512	\$37,191	\$50,049	\$9,516	\$24,456	\$15,921	\$8,212	\$22,075	\$18,921		\$219,072		

Subtotal - LABOR **\$219,072**
NSR - (Labor + 160.21% OH + 10% FF) \$627,051

REIMBURSABLE EXPENSES

Airfare (RT SFO-ORD)	2	RoundTrip @	\$600.00	\$1,200
Local Mileage	400	Miles @	\$0.54	\$216
Lodging/Meals	2	Nights @	\$200.00	\$400 (Federal per diem)
Plan Reproduction	0	Prints @	\$1.00	\$0
Photocopies	0	Copies @	\$0.00	\$0
Postage & Freight	4	Each @	\$25.00	\$100

Subtotal - REIMBURSABLE EXPENSES **\$1,916**

SUBCONSULTANT SERVICES

Subconsultant 1 - Lighting Designer - Illumination Arts, LLC \$8,750

Subtotal - SUBCONSULTANT SERVICES **\$8,750**

TOTAL \$637,717



Scope of Work

Illumination Arts will provide Limited Lighting Design and Consulting Services to T.Y. Lin International for the River Edge Pedestrian Bridge in Aurora, IL including the following:

- Development of lighting design documentation based on the lighting concepts developed by T.Y. Lin International including:
 - Color changing linear illumination of bridge center concrete monument across length of bridge
 - Pedestrian path lighting from vertical railing post (and poles as needed, at overlooks).
 - Color changing linear illumination of box girder across length of bridge

Scope of Services

One Hundred Percent (100%) Documents

1. Provide general project administration and oversight, which may include some or all of the following: scoping, quality assurance/quality control reviews, minority or local firm participation forms, paperwork to satisfy federal or state requirements, project specific CAD standards, project specific invoicing procedures, progress reports, etc.

Deliverables: Documentation for the purposes of project administration.

2. Participate in kickoff and design/coordination conference calls to meet with stakeholders, collaborate with the design team and the owner, review the project design, discuss lighting concepts and criteria, evaluate project cost guidelines and schedule parameters, and coordinate with the design team on the integration of the lighting design into the engineering, architectural, and electrical plans and documentation.

Deliverables: Conference calls and WebEx meetings, as required.

3. Perform quality assurance/quality control reviews of Illumination Arts drawings, and specifications, as required. Perform QA/QC reviews and/or Interdisciplinary Reviews for drawings and specifications developed by others, as required and requested by the Engineer.

Deliverables: Quality Assurance/Quality Control Reviews per the project-specific QA/QC procedure, including stamped documents, Comment Review Forms, etc, as required.



Scope of Services (continued)

- 4. Provide preliminary cost estimates for lighting equipment for the preferred lighting solution for presentation to the owner by T.Y. Lin.

Deliverables: Spreadsheet with estimated luminaire costs, including estimated distributor and contractor mark-ups, for equipment specified by Illumination Arts. Pricing will not include cost for wiring, installation, freight or taxes.

Fee

The fee for the services described above is as follows:

100% Documents \$8,750.00

These fees are exclusive of normal reimbursable expenses which include (but are not limited to) the cost of travel (including mileage, airfare, train fare, hotel, ground transportation, tolls, parking, meals, etc.), photocopying of documents and drawings, delivery services, samples and materials for presentation to design team and Client. Reimbursable expenses will be billed at cost plus a 10% administrative fee.

Invoices will be mailed on the 1st and 16th of each month, reflecting the percentage of work completed and expenses incurred during the previous time period. Acceptance of this proposal indicates acceptance of these invoicing terms.

Upon acceptance of this Proposal by the Client, the Client shall pay the Designer 10% of the fee (\$875.00) as a mobilization fee to be credited to the last invoice(s).

This fee is valid for sixty days from the date of this proposal. After that date, the fee may be renegotiated.

Schedule

This fee and scope are based on the following anticipated schedule:

100% Design Complete Spring 2016
Construction Begins TBD
Project Complete TBD

Significant changes to this schedule may result in an increase to the fee.



Important Notice

Illumination Arts LLC provides lighting consultation services. Deliverables developed by Illumination Arts are intended to communicate the technical requirements of the lighting design developed by Illumination Arts to the architectural and engineering teams collaborating on the project.

Please note the following important information about lighting consultants and their services.

1. Lighting consultants are not a licensed profession and therefore do not stamp or seal drawings or other documents.
2. Deliverables generated by Illumination Arts must be incorporated into the project architectural and electrical documentation by those respective professionals.
3. All electrical, structural and data communication requirements of the lighting systems designed by Illumination Arts LLC must be designed by others. This includes, but may not be limited to the following:
 - a. Conduit runs
 - b. Power supplies to luminaires, control systems, etc.
 - c. Data and/or fiber optic communication to luminaires, controls systems, etc.
 - d. Structural requirements of luminaire installation.
 - e. HVAC/environmental requirements of the lighting control system.
4. Sophisticated lighting control systems, including kinetic, color changing and theatrical systems will require the technical programming services of a Lighting Controls Systems Integrator (LCSI) who will coordinate and assure proper functionality between the lighting control components and the luminaires being controlled, and provide system programming services. Illumination Arts will specify the services of the LCSI, if required, in the lighting control specifications.



Additional Services

The following services are not included in the Scope of Services or fee shown above, but can be provided for an additional fee:

- Lighting for any areas not specifically listed in the Scope of Work above, including (but not limited to) landscape lighting, lighting for areas under the bridge and approaches, roadway lighting, pedestrian or other lighting beyond the end of the bridge approaches, and aviation and other warning lights.
- Design services beyond the pricing estimate described above.
- Development of additional lighting concepts.
- Site visits to supervise programming of lighting control system for color-changing lighting content.
- Design or Coordination of Lighting Mockups.
- Calculations or documentation for energy code compliance.
- Redesign because of scope changes or value engineering after the Client's acceptance of the Designer's documentation.
- Redesign due to project being over budget when the overage is unrelated to the lighting designed by Illumination Arts and the lighting budget was provided prior to the start of the lighting design process.
- In person meetings or site visits.
- Construction Administration Services
- Design of custom luminaires.
- Drawings prepared using Microstation or Building Information Modeling (BIM/Revit).

Services Not Included

- The methods and devices for attachment of lighting fixtures to architectural elements must be reviewed and verified by the project's structural engineer.
- The designation, circuiting, location and code conformance of any lighting required by code will be the responsibility of the project's electrical engineer.
- Code conformance of the lighting system will be the responsibility of the project engineer.
- The method and the specification for devices to raise/lower lighting fixtures, if required, will be the responsibility of the project's electrical engineer.
- The design of pole bases for exterior lighting, if required, will be by the project's structural engineer.
- Illumination Arts does not sell or supply lighting equipment.



Design Phase Definitions

Illumination Arts LLC uses the following design phase definitions when contracting and designing a project.

Thirty Percent (30%) Phase: The process of developing conceptual lighting design solutions in conjunction with the engineer or bridge architect's initial design themes. Drawings and Documentation produced during this phase, if any, are not to be used for construction purposes.

Sixty Percent (60%) and Ninety Percent (90%) Phase: The process of turning the lighting design concepts developed in the Thirty Percent (30%) Phase into preliminary drawings and documentation. Drawings and documentation produced in this phase are not to be used for construction purposes as they have not be coordinated with other design disciplines and are subject to revisions.

One Hundred Percent (100%) Phase: The process of finalizing the design concepts developed during the previous phases. Final lighting design drawings and documentation, including plans and details, luminaire and control system specifications (if required), are completed for coordination with and integration into the Construction Documents. Illumination Arts does not sign or seal these drawings.

Construction Administration Phase: The process of guiding the project through the construction phase. Includes clarification of the lighting design for the contractor, owner and design team, shop drawing reviews, responding to RFI's (Requests for Information), performing field visits, final lighting focus, programming and punchlist.

May 13, 2016

Mr. Patrick Kelsey
WBK Engineering, LLC
116 West Main Street Suite 201
St. Charles, IL 60174-1854



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

RE: P.N. 56,885A
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Sampling and Laboratory Analyses for LPC-663 Form
Aurora Transportation Center
CCDD Improvements
Aurora, IL

Dear Mr. Kelsey:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form at the above captioned project. The proposal was prepared in response to your request for proposal. We understand the new pedestrian bridge and two new parking lots.

This proposal assumes that the soil samples from the Fox River and the East bank will be obtained from the Geotechnical drilling. Additional soil sampling will be required for parking lots W and X.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Records Review:

TSC will evaluate current Federal and State environmental agency records for the source site and vicinity by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources, both the source site and from adjoining properties which may cause the source site to be considered a PIP. Historical aerial photographs and topographic maps will be reviewed to identify the approximate development date and current and previous usage of the source site and adjoining properties. TSC will also perform a site reconnaissance to evaluate the property for evidence of the use or release of hazardous substances or petroleum products and to collect two samples for pH analysis.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities.

Based on the suspected commercial use of adjoining properties, it is anticipated that one or more may be identified as PIPs and that use of the LPC-663 form will likely be required.

LPC-663 Sampling Program (if required):

In the event that the source site is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will contact the client to discuss the soil sampling and analysis to be performed for completion of the LPC-663 form at additional costs outlined in this proposal. Soil will be sampled by geoprobe methods and screened using a photo-ionization detector (PID). The samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures. The number of samples and the analysis performed will be based on the information gathered during the records review and observations made during the site reconnaissance and is indeterminable at this time. Representative samples will be collected for analytical testing.

The analysis performed will be based on the information identified during the records review and site reconnaissance and/or the requirements of the USFO. Common analysis typically includes volatile organic compounds (VOCs), polynuclear aromatics (PNAs), RCRA metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time, however the costs of analysis will be discussed with the client prior to analysis. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included as an attachment to it.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Turnaround Time:

The estimated costs of the outlined scope of services is presented on Cost Estimate. Completion of the PIP Evaluation and LPC-662 Form Standard can be expected two weeks following authorization to proceed. If sampling and analysis for completion of the LPC-663 Form is required, the report can be expected three weeks following authorization to proceed at standard laboratory turnaround time of 5-7 business days. If expedited turnaround is needed, 2-3 day turnaround may generally be obtained from the laboratory at a surcharge of 100%. Please notify TSC is you authorize this additional charge.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Consultation, meetings or other professional services

subsequent to delivery of TSC's report are additional services that will be covered by separate invoice. The services being performed are subject to TSC's attached General Conditions.

Closure:

It should be noted that analysis of additional parameters may be required by some USFO facilities. If additional analysis is required, please notify TSC as quickly as possible and TSC can quote the additional costs. Some organic analytical parameters have a holding time of as little as 14 days, after which the laboratory cannot certify the analysis, and resampling of the soil will be necessary. Metals typically have a holding time of 6 months.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

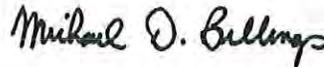
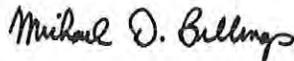
Mr. Patrick Kelsey
WBK Engineering, LLC
116 West Main Street Suite 201
St. Charles, IL 60174-1854
pkelsey@wbkengineering.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Prepared By



for
David L. Hurst
Environmental Department Manager
DLH:MDB:kw

Michael D. Billings
Vice President

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
P.N. 56,885A
Potentially Impacted Property Evaluation
Aurora Transportation Center
CCDD Improvements
Aurora, IL

ITEM	UNITS	QTY	RATE	COST	
RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation	Lump Sum	1	2,500.00	\$ 2,500.00
1.2	Environmental Personnel to Collect Sample(s), Soil Screening & Sample Selection For Analysis	Hour	16.0	130.00	\$ 2,080.00
1.3	Geoprobe with Union Driller	Lump Sum	1	1,600.00	\$ 600.00
1.4	Photoionization Detector	Day	1.0	100.00	\$ 100.00
IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR SAMPLE COLLECTION FOR LPC-663 ANALYSIS, WHICH WILL ONLY BE PERFORMED FOLLOWING DISCUSSION WITH CLIENT.					
ANALYTICAL TESTING FOR LPC-663 ANALYSIS					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround	Each	4	496.00	\$ 1,984.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$18/metal	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	6	1,642.00	\$ 9,852.00
2.5	LPC 662 and/or LPC 663 Reporting and Preparation of Forms	Lump Sum	1	3,000.00	\$ 3,000.00
ESTIMATED TOTAL COST FOR PIP EVALUATION, LPC-663 FORM and/or LPC 662 (STANDARD TAT):				\$20,116.00	



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction or improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 6% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanic's lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions enforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

Informal



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name:
Project Address:
City / State / Zip:
Project Manager:
E-Mail:
Telephone:
Fax:
Site Contact:
E-Mail:
Telephone:
Fax:

Send Invoice To:

Purchase Order Number:
Attention:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Important Notes:

Blank lines for notes

Completed By:

Signature:
Name:
Date:

Distribute Reports as Follows:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

ATTACHMENT "C"
WBK ENGINEERING, LLC GENERAL
TERMS AND CONDITIONS
MODIFIED FOR CITY OF AURORA,
IL MARCH 18, 2016

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer, Job Site Safety/Supervision & Construction Observation: Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs

associated with the services affected by such order. . Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. With thirty (30) day written notice, this Agreement may be terminated by Client whenever Client shall determine that termination is in its best interests. . Client shall only be responsible for payment of fees actually incurred up to the date of termination.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to, and shall be the property of, the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Client.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. Engineer shall take all reasonable precautions to maintain the integrity of said machine readable data and information.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects additions to this Project, , excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information.

8. Standard of Practice: The Engineer will conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance with Laws: The Engineer will exercise the usual and customary professional care in his/her efforts to comply with those laws, codes, ordinances and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as

Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Insurance and Indemnification: Engineer shall procure and maintain at its sole cost, during the terms of this agreement, the types and amounts of insurance coverage required by the client as shown in the proposal and contract for this work. The Engineer shall require any and all subcontractors to this agreement to provide and maintain, at the subcontractor's sole cost, the types and amounts of insurance coverage required by the client as shown in the contract documents. Engineer to endorse and name Owner and to require all subcontractors to endorse and name Owner as a primary, non-contributory additional insured on the above referenced insurance policies for this project.

The Engineer also agrees to provide Owner with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day Notice to Owner of cancellation or non-renewal of coverage except for ten (10) day notice for non-payment. The Certificate Holder address shall read: City of Aurora, ATTN: Risk Manager, 44 E. Downer Place, Aurora, IL 60507.

Engineer shall indemnify and hold harmless Client from loss or expense for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.
14. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of

comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Agreement related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within forty-five (45) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said forty-five (45) day period at the maximum interest rate permitted under applicable law as set forth in 50 ILCS 505/1, *et seq.* When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

27. Contractor Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.
28. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.