



Local Public Agency Engineering Services Agreement

Agreement For: MFT PE
Agreement Type: Original
Using Federal Funds? [ ] Yes [x] No

LOCAL PUBLIC AGENCY

Local Public Agency: City of Aurora
County: Kane
Section Number: 23-00356-00-RS
Job Number:
Project Number:
Contact Name: Timothy V. Weidner, P.E.
Phone Number: (630) 256-3202
Email: TWeidner@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name: Indian Trail Road
Key Route: FAU 1503
Length: 0.59 mi
Structure Number: NA
Location Termini: Highland Avenue to IL Route 31
Buttons: Add Location, Remove Location

Project Description: The project scope includes milling, patching, resurfacing, spot curb and gutter repair, ADA ramp improvements, and associated work. Also included is additional curb and gutter with some minor pavement widening between Highland Ave and west of Pennsylvania Ave to fill in missing gaps of curb and gutter. No land acquisition is anticipated.

Engineering Funding: [x] MFT/TBP [ ] State [ ] Other
Anticipated Construction Funding: [x] Federal [x] MFT/TBP [ ] State [ ] Other

AGREEMENT FOR

[x] Phase I - Preliminary Engineering [x] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Thomas Engineering Group, LLC
Contact Name: K. VanDeWoestyne
Phone Number: (847) 815-9500
Email: kevinv@thomas-engineering.com
Address: 762 Shoreline Drive, Suite 200
City: Aurora
State: IL
Zip Code: 60504

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

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

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

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514 )
- EXHIBIT \_\_\_ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

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

### II. THE LPA AGREES,

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

shall be due and payable to the ENGINEER.

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

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

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

Method of Compensation:

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

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
  
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Thomas Engineering Group, LLC	26-1722938	\$127,815.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering Inc.	80-0450719	\$14,240.00
Subconsultant Total		\$14,240.00
Prime Consultant Total		\$127,815.00
Total for all work		\$142,055.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Local Public Agency

Attest:

The

City

of

City of Aurora

By (Signature & Date)

[Signature & Date box]

By (Signature & Date)

[Signature & Date box]

Local Public Agency

City of Aurora

Local Public Agency Type

City

Clerk

Title

[Title box]

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Thomas Engineering Group, LLC

By (Signature & Date)

[Signature]

Title

SENIOR PROJECT MANAGER

By (Signature & Date)

[Signature] 1/30/2023

Title

PRINCIPAL

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Signature & Date box]

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**EXHIBIT A  
SCOPE OF SERVICES**

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

**TASK 1 – EARLY COORDINATION AND MEETINGS.** A typical project introduction agenda meeting with BLRS staff would be conducted as with any locally led transportation project. TEG will work with the City and IDOT BLRS to agree upon project processing requirements as well as specific requirements for the following:

1.1 TEG will initially engage City staff to determine the specific concerns of the current roadway conditions as well as evaluate the various application and available revenue streams for the City’s Resurfacing Projects. TEG will compile this information and subsequently use our expertise to make recommendations that will best preserve the City’s roadway asset and serve the City and staff. Concurrent with the program funding assessment, the TEG Team will begin developing roadway improvement plans, specifications and estimates in accordance with applicable standards and criteria based on the STP and MFT funding types.

Recent STP programming and plan development has given our staff a great deal of experience in assisting clients through IDOT design approval for the development of roadway improvement plans, specifications and estimates for federally funded local projects. We understand the difference between referring to IDOT design criteria and local policies and desires based on the project funding type.

1.2 IDOT Kick-Off Meeting – TEG understands how projects are initiated at the regional planning level and has experience in implementing them from start to finish. TEG has recent experience with representing member municipalities at the District One Kick-Off Meeting. In addition, our staff is knowledgeable on the latest design caveats for federally aided FAU routes, and we have developed a relationship with Local Roads staff to communicate the local agency’s requests during the design stages.

TEG partners with the local agency and IDOT to establish review times, responsibilities, scope limitations, design variances, and the need for ESRF submittals. As part of this task, TEG will prepare the following items for each project in advance of the Kick-Off Meeting and prepare a set of meeting minutes following the Kick-Off:

1. Location Maps and Project Boundaries
2. Conceptual Cost Estimate
3. Preliminary Scope of Work
4. STP Milestone Schedule
5. BLR 19100: CATEGORICAL EXCLUSION GROUP I.

**TASK 2 – TOPOGRAPHIC FIELD SURVEY, DATA COLLECTION, AND PREPARATION OF BASE MAPS.** TEG will use its own surveyor and state-of-the-art robotic total station survey equipment to conduct a topographic survey and collect critical surface and subsurface features, verify given atlas information, and identify existing grade problems. The survey and base information will include digital terrain modeling for contour, profile, and cross-section work as necessary. In addition, during the survey TEG will also conduct pavement patching, sidewalk replacement, and curb and gutter replacement surveys for use in Task 7. Aerial photos will also be used in conjunction to develop the resurfacing plans. Additional topographic survey will be obtained in the areas of storm sewer work, intermittent PCC curb & gutter and sidewalk replacement, ADA curb ramp upgrades, potential Class D pavement patching, pavement markings, and detector loop replacements.

TEG will obtain and review all available surveys, as-builts, work histories and utility atlases from all known utilities in the project limits, maintenance plans, and conduct any preliminary field surveys necessary to perform a comprehensive pavement evaluation. While construction or “as-built” records appear to be available, the City may consider taking pavement cores to determine existing layer thicknesses and subgrade stability. TEG has experience coordinating and analyzing cores for selecting the proper rehabilitation techniques. TEG will utilize the services of Rubino Engineering to assist with obtaining pavement core samples, as desired by the City.

**TASK 3 – PHASE I ENVIRONMENTAL AND HISTORIC CLEARANCES.** All federally funded projects processed through IDOT BLRS must follow Federal and State Regulations Concerning Historic Structures. A Preliminary Environmental Site Assessment (PESA) is anticipated this project. TEG’s environmental division can assist the City with identifying or coordinating with an environmental/geotechnical consultant and performing the PESA. TEG will prepare the appropriate exhibits and Environmental Survey Request (ESR) Forms for purposes of gaining resource clearances for cultural and biological surveys.

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TEG's team will address all survey requirements for special waste (PESA) using our subconsultant Rubino Engineering. The PESA shall include the collection of soil pH samples needed for the preparation of the Preliminary Environmental Site Assessment (PESA), Environmental Survey Request (ESR), and CCDD LPC-662/663 Certification Forms. Depending on the findings of the PESA, a PSI may need to be ordered during the scope of Phase II. Our team is well equipped to perform each of these studies should detailed field surveys reveal unexpected conditions.

**TASK 4 – UTILITY COORDINATION/PERMITTING.** TEG will advance this task as early in the process as possible. It is our experience that contractors typically do not work well with utility companies when each is trying to work within the same confined space. While the limited underground work on the project should present minimal conflict, TEG will provide notification letters and detailed engineering drawings to all utility agencies.

**TASK 5 – CRASH ANALYSIS.** A five-year crash analysis will be performed to determine the safety issues which should be addressed within the project corridor. Our detailed crash analysis will include a review of every crash to determine if there are any underlying causes which cause them to occur. We will tabulate all crashes within the five-year study period and plot intersection crash diagrams to help identify trends and relate them to operations and geometrics of the corridor. In addition, TEG will pay special attention to any pattern changes and potential causes throughout the five (5) years. TEG will use the gathered data to help identify specific countermeasures, such as geometric improvement, to address the given crash types. The analysis will be based on current HSIP guidance.

**TASK 6 – TRAFFIC MANAGEMENT PLAN.** Safety is of highest priority to TEG. During construction Maintenance of Traffic (MOT) plays a crucial part in providing a safe work zone not only for the workers, but also for pedestrian, cyclist, and vehicular traffic. The MOT needs to address not only contractor activities, but access to every property and all movements through the work zone. Additionally, sediment and erosion control, along with drainage needs to be considered in order to maintain a safe and clear roadway surface.

**TASK 7 – PRELIMINARY PROPOSED IMPROVEMENT PLANS.** TEG would focus on evaluating designs and alternatives that would best suffice the goals, which the City has established for this project. As part of the BLR submittal, TEG will prepare the proposed Location Map, Typical Section, Plan and Profile Sheets, Cross Sections and Estimate of Cost. TEG will submit 50% level documents to the City for review.

**TASK 8 – DRAFT BLR PHASE I REPORT PREPARATION** TEG is experienced in preparing Project Development Reports (PDR) for locally led projects to be reviewed by municipalities and IDOT BLRS. TEG will make sure that the report follows the BLRS guidelines for a standardized format and will incorporate all the necessary analyses and concept plans developed to quickly and efficiently acquire approval. TEG has several staff located within various Bureaus (Planning, Traffic, Maintenance, etc.) that perform reviews on behalf of BLRS. On past projects, this unique benefit has helped to increase review times and reduce review iterations.

**TASK 9 – FINAL BLR PHASE I REPORT PREPARATION**  
TEG will address IDOT and City review comments and resubmit the final Phase I BLR Form 19100.

**TASK 10 – COORDINATION**  
As mentioned above TEG will organize various coordination meetings between the City, stakeholders involved, and the design team in order to ensure that they are involved and informed about the progress and status of the project. Initial coordination meetings should include the City, IDOT, FHWA, Advocate Aurora Health, Fox Metro Water Reclamation District, Utility companies and other business owners within the project limits. It is important to maintain constant and open lines of communications with stakeholders. This will speed up and allow for a smooth workflow to proceed keeping everyone's best interest.

**TASK 11 – ADA CURB RAMP DESIGN DETAILS.** All curb ramps will need to be upgraded to comply with the latest ADA guidelines. TEG will provide details for those ramps which don't conform to IDOT Highway Standards for curb ramps. TEG will prepare construction details for inclusion in the final plans.

**TASK 12 – PRE-FINAL PLAN SUBMITTAL OF PLANS, SPECIFICATIONS, AND ESTIMATES**  
TEG will utilize condition data collected in preceding tasks to propose rehabilitation scenarios to match the budget using similar recent bid prices and forecasted market indexes. TEG will develop a milling/resurfacing strategy that best fits the roadway needs and City objectives while meeting IDOT requirements for STP funding. TEG will use and analyze various pavement preservation strategies and policy resurfacing recommendation. TEG will prepare pre-final contract documents in accordance with the BLRS format. This includes plans, specifications, estimates, and bid forms. The improvement will be designed based on the City's design criteria



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and requirement of applicable funding requirements.

Using the preliminary plans developed and pre-screening comments from the City, TEG will initiate preparation of pre-final (95% level) construction documents. During this time, TEG will continue to manage the environmental surveys and coordinate with utility companies. Since federally funded projects require submittal of pre-final and final PS&E in strict accordance with the IDOT – BLRS Region One Letting Schedule, TEG will incorporate the City’s comments and immediately submit pre-final PS&E to IDOT BLRS for review.

Concurrent with the plan development stage, TEG will begin preparing specifications and estimates in accordance with applicable standards and criteria based on the STP funding type.

**TASK 13 – FINAL PLAN SUBMITTAL OF PLANS, SPECIFICATIONS, AND ESTIMATES**

TEG will advance the 95% pre-final PS&E for final submittals. TEG will prepare applications on behalf of the City and address or provide a disposition to any comments received from IDOT BLRS.

**TASK 14 – QC/QA OF PLANS, SPECIFICATIONS, AND ESTIMATES**

TEG will provide QC/QA of all design plans, specifications, and engineer’s estimate of probable cost.

**TASK 15 - FINAL BID DOCUMENTS/BID ASSISTANCE**

Upon completion of final plans, TEG will prepare final bid documents and funding agreements for submission to IDOT BLRS in accordance to the IDOT BLRS Region One letting schedule for the City’s desired FFY Letting.

**TASK 16 - GUARDRAIL ANALYSIS**

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**EXHIBIT B  
PROJECT SCHEDULE**

**Phase I Engineering**

Notice to Proceed: March 2023

IDOT Phase I & II Kick-Off Meeting: April 2023

Section 106 Cultural Resources Review: April 2023

Data Collection & Topographic Survey: May 2023

Geotechnical Investigation and Environmental Assessment: June 2023

Environmental Survey Request (4-6 month review): October 2023

Coordination with the City, IDOT, FHWA, Advocate Aurora Health, Fox Metro Water Reclamation District (FMWRD), Utilities and other agencies: October 2023

Phase I PDR Submittal: October 2023

Categorical Exclusion Concurrence: November 2023

PDR/Design Approval: December 2023

**Phase II Design Engineering**

Begin Design Engineering (Concurrent with Phase I): July 2023

Pre-Final (95%) PS&E: January 2024 (subject to funding and approved PPI)

Initial Final (99%) PS&E: March 2024

Draft Agreements to Region One: March 2024

Final (100%) PS&E: April 2024

Final Agreements to Region One: May 2024

Earliest IDOT Letting: June 2024 (subject to funding)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
City of Aurora	Thomas Engineering Group, LLC	Kane	23-00356-00-RS

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

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

Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

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

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

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

Top three consultants ranked for this project in order	
1	Thomas Engineering Group, LLC.
2	WBK Engineering, LLC
3	Chastain & Associates LLC

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

## Exhibit D



<b>Local Public Agency</b> City of Aurora	<b>County</b> Kane	<b>Section Number</b> 23-00356-00-RS
<b>Prime Consultant (Firm) Name</b> Thomas Engineering Group	<b>Prepared By</b> Kevin VanDeWoestyne, P.E.	<b>Date</b> 1/24/2023
<b>Consultant / Subconsultant Name</b> Thomas Engineering Group	<b>Job Number</b> 	

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

**Remarks**

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	18	<b>MONTHS</b>	<b>OVERHEAD RATE</b>	170.39%
<b>START DATE</b>	1/1/2023		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2024		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	6/30/2024			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2023	1/1/2024	12	66.67%
1	1/2/2024	7/1/2024	6	34.00%

---

**The total escalation = 0.67%**

**Exhibit D**

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Aurora	Kane	23-00356-00-RS
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Thomas Engineering Group		

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>0.67%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$92.00	\$78.00
Senior Project Manager	\$74.16	\$74.65
Project Manager	\$65.13	\$65.56
Business Manager	\$61.30	\$61.71
Project Engineer IV	\$58.73	\$59.12
Engineer III	\$45.80	\$46.11
Engineer II	\$37.20	\$37.45
Chief Surveyor	\$61.10	\$61.51
Technical Manager	\$51.30	\$51.64
Senior Technician	\$48.80	\$49.13
Technician III	\$32.45	\$32.67
Technician II	\$28.68	\$28.87
Marketing & Admin Coordinator	\$42.84	\$43.13
Intern	\$17.34	\$17.46

**Exhibit D**

**Local Public Agency**

City of Aurora

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Thomas Engineering Group

**Job Number**

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **170.39%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task1 - Meetings & Coordination		26	1,806	3,077	596		5,479	3.86%
Task2 - Survey		145	5,958	10,152	1,966		18,076	12.72%
Task3 - Envir./Historic Clearance		56	2,207	3,760	728	14,240	20,935	14.74%
Task4 - Utility Coordination		12	524	892	173		1,589	1.12%
Task5 - Crash Analysis		14	636	1,083	210		1,929	1.36%
Task6 - Traffic Management		12	524	892	173		1,589	1.12%
Task7 - Prelim PS&E		112	5,503	9,377	1,816		16,696	11.75%
Task8 - Draft Ph I Report		130	4,858	8,277	1,603		14,738	10.37%
Task9 - Final Ph I Report		68	2,504	4,267	826		7,597	5.35%
Task10 - PR Coordination		16	897	1,528	296		2,721	1.92%
Task11 - ADA Assessment		18	748	1,275	247		2,270	1.60%
Task12 - Prefinal Plans/Specs		174	8,309	14,157	2,742		25,208	17.75%
Task13 - Final Plans/Specs		94	4,435	7,557	1,464		13,456	9.47%
Task14 - QC/QA Review		24	1,489	2,538	491		4,518	3.18%
Task15 - Bid Docs		6	380	648	125		1,153	0.81%
Task16 - Guardrail Analysis		10	449	765	148		1,362	0.96%
Task17 - Admin & Management		12	903	1,538	298		2,739	1.93%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
<b>Subconsultant DL</b>							\$0.00	
Direct Costs Total ==>	\$0.00						\$0.00	
<b>TOTALS</b>		929	42,130	71,783	13,902	14,240	142,055	100.00%

113,913

**Local Public Agency**

City of Aurora

**Exhibit D**

**County**

Kane

**Section Number**

23-00356-00-RS

**Consultant / Subconsultant Name**

Thomas Engineering Group

**Job Number**

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

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task1 - Meetings & Coordination			Task2 - Survey			Task3 - Envir./Historic Clearance			Task4 - Utility Coordination			Task5 - Crash Analysis		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	21.0	2.26%	1.76	4	15.38%	12.00	0			1	1.79%	1.39	0			0		
Senior Project Manager	74.65	145.0	15.61%	11.65	18	69.23%	51.68	0			7	12.50%	9.33	2	16.67%	12.44	3	21.43%	16.00
Project Manager	65.56	0.0			0			0			0			0			0		
Business Manager	61.71	0.0			0			0			0			0			0		
Project Engineer IV	59.12	0.0			0			0			0			0			0		
Engineer III	46.11	12.0	1.29%	0.60	0			0			0			0			0		
Engineer II	37.45	341.0	36.71%	13.75	4	15.38%	5.76	0			8	14.29%	5.35	10	83.33%	31.21	11	78.57%	29.42
Chief Surveyor	61.51	18.0	1.94%	1.19	0			18	12.41%	7.64	0			0			0		
Technical Manager	51.64	52.0	5.60%	2.89	0			52	35.86%	18.52	0			0			0		
Senior Technician	49.13	105.0	11.30%	5.55	0			0			0			0			0		
Technician III	32.67	160.0	17.22%	5.63	0			0			40	71.43%	23.33	0			0		
Technician II	28.87	75.0	8.07%	2.33	0			75	51.72%	14.93	0			0			0		
Marketing & Admin Coordinator	43.13	0.0			0			0			0			0			0		
Intern	17.46	0.0			0			0			0			0			0		
		0.0																	
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<b>TOTALS</b>		929.0	100%	\$45.35	26.0	100.00%	\$69.45	145.0	100%	\$41.09	56.0	100%	\$39.41	12.0	100%	\$43.65	14.0	100%	\$45.42

Local Public Agency

City of Aurora

Consultant / Subconsultant Name

Thomas Engineering Group

Exhibit D

County

Kane

Section Number

23-00356-00-RS

Job Number

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

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task6 - Traffic Management			Task7 - Prelim PS&E			Task8 - Draft Ph I Report			Task9 - Final Ph I Report			Task10 - PR Coordination			Task11 - ADA Assessment		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	0			0			0			0			0			0		
Senior Project Manager	74.65	2	16.67%	12.44	22	19.64%	14.66	10	7.69%	5.74	4	5.88%	4.39	8	50.00%	37.33	2	11.11%	8.29
Project Manager	65.56	0			0			0			0			0			0		
Business Manager	61.71	0			0			0			0			0			0		
Project Engineer IV	59.12	0			0			0			0			0			0		
Engineer III	46.11	0			0			0			0			0			0		
Engineer II	37.45	10	83.33%	31.21	48	42.86%	16.05	40	30.77%	11.52	24	35.29%	13.22	8	50.00%	18.72	16	88.89%	33.29
Chief Surveyor	61.51	0			0			0			0			0			0		
Technical Manager	51.64	0			0			0			0			0			0		
Senior Technician	49.13	0			42	37.50%	18.42	0			0			0			0		
Technician III	32.67	0			0			80	61.54%	20.10	40	58.82%	19.22	0			0		
Technician II	28.87	0			0			0			0			0			0		
Marketing & Admin Coordinator	43.13	0			0			0			0			0			0		
Intern	17.46	0			0			0			0			0			0		
<b>TOTALS</b>		12.0	100%	\$43.65	112.0	100.00%	\$49.14	130.0	100%	\$37.37	68.0	100%	\$36.82	16.0	100%	\$56.05	18.0	100%	\$41.58



Local Public Agency

City of Aurora

Consultant / Subconsultant Name

Thomas Engineering Group

Exhibit D

County

Kane

Section Number

23-00356-00-RS

Job Number

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

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task12 - Prefinal Plans/Specs			Task13 - Final Plans/Specs			Task14 - QC/QA Review			Task15 - Bid Docs			Task16 - Guardrail Analysis			Task17 - Admin & Management		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	0			0			12	50.00%	39.00	2	33.33%	26.00	0			2	16.67%	13.00
Senior Project Manager	74.65	35	20.11%	15.02	18	19.15%	14.30	0			2	33.33%	24.88	2	20.00%	14.93	10	83.33%	62.21
Project Manager	65.56	0			0			0			0			0			0		
Business Manager	61.71	0			0			0			0			0			0		
Project Engineer IV	59.12	0			0			0			0			0			0		
Engineer III	46.11	0			0			12	50.00%	23.05	0			0			0		
Engineer II	37.45	97	55.75%	20.88	55	58.51%	21.91	0			2	33.33%	12.48	8	80.00%	29.96	0		
Chief Surveyor	61.51	0			0			0			0			0			0		
Technical Manager	51.64	0			0			0			0			0			0		
Senior Technician	49.13	42	24.14%	11.86	21	22.34%	10.97	0			0			0			0		
Technician III	32.67	0			0			0			0			0			0		
Technician II	28.87	0			0			0			0			0			0		
Marketing & Admin Coordinator	43.13	0			0			0			0			0			0		
Intern	17.46	0			0			0			0			0			0		
<b>TOTALS</b>		174.0	100%	\$47.75	94.0	100.00%	\$47.18	24.0	100%	\$62.05	6.0	100%	\$63.37	10.0	100%	\$44.89	12.0	100%	\$75.21

## Exhibit D



January 11, 2023

To: Kevin C. VanDeWoestyne  
Thomas Engineering Group, LLC  
762 Shoreline Drive, Suite 200  
Aurora, Illinois  
P: 847.815.9500

Re: Proposal - Geotechnical Exploration  
Proposed Indian Trail Resurfacing  
Phase I/II Engineering Services  
Section No. 23-00356-00-RS  
City of Aurora, Illinois

Proposal No. Q22.631g

Via email: [kevinv@thomas-engineering.com](mailto:kevinv@thomas-engineering.com)

Dear Mr. VanDeWoestyne,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Kevin C. VanDeWoestyne of Thomas Engineering Group, LLC via email on December 21, 2022.

### PROJECT UNDERSTANDING

Rubino understands that The City of Aurora is planning their Phase I/II Indian Trail Resurfacing Project. The project scope includes milling, patching, resurfacing, spot curb and gutter repair, ADA ramp improvements, and associated work. Also included is additional curb and gutter with some minor pavement widening between Highland Ave and west of Pennsylvania Ave to fill in missing gaps of curb and gutter. No land acquisition is anticipated. The project will try to utilize STP-L federal funds administered through the Kane-Kendall Council of Mayors (KKCOM), but the funding is not secured yet. The local share of the project will be funded with Motor Fuel Tax (MFT). Thomas Engineering Group, LLC has requested that Rubino provide soil borings, pavement cores and CCDD Testing.

#### Information received:

- RFP email from Kevin C. VanDeWoestyne of Thomas Engineering Group, LLC on December 21, 2022.

#### Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

<b>Client Notification Needed prior to mobilization</b>	Please notify Rubino if this is needed upon project authorization
<b>Field Representative Name / Number</b>	TBD
<b>Private Utility</b>	Not included
<b>Site Access</b>	Open site
<b>Field Equipment / Soil Sampling Method</b>	Track-mounted Geoprobe Drill Rig & Core Machine
<b>Traffic Control Needs</b>	Cones and signage, flaggers not anticipated
<b>Boring Location Plan</b>	See below for aerial / KMZ
<b>Soil Sampling</b>	SPT – 2 ½ ft to 5 feet

## Exhibit D

<b>Additional Field Equipment needed</b>	Rimac – for AASHTO Water level indicator
<b>Backfill Needs</b>	Cuttings, excess spoils remain on site
<b>Patching</b>	Cold Patch
<b>Site Protection or Restoration included</b>	None
<b>Groundwater Readings</b>	During drilling and upon auger removal
<b>CCDD</b>	663 – direct push + chain of custody to lab
<b>Additional Sampling needed</b>	Extra Sampling for Atterberg

### Shallow Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

<b>NUMBER OF BORINGS WITH PAVEMENT CORES</b>	<b>DEPTH (FEET BEG*)</b>	<b>LOCATION</b>	<b>SPT SAMPLING INTERVALS</b>	<b>SOIL CLASSIFICATION METHOD</b>
7	5	Along W Indian Trail	2 ½ ft to 5 ft	USCS

### Direct Push Depths

<b>NUMBER OF DIRECT PUSH SAMPLE LOCATIONS FOR CCDD 663 TESTING</b>	<b>DEPTH (FEET BEG*)</b>	<b>LOCATION</b>
3	5	E-01 through E-03

\*BEG = below existing grade

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

## **SCOPE OF SERVICES DISCUSSION**

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

### Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe drilling equipment.

### Traffic Control

Rubino anticipates that traffic control will be necessary along W Indian Trail. Rubino will subcontract a traffic control company to provide an attenuator truck.

## Exhibit D

### Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



### SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 5 feet.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 6.
- Granular soils with an N-value less than 10.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

### Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material / asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

### Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the

## Exhibit D

laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	3	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	14	Cohesive Samples
Organic Content	1	Split spoon, bulk, or Shelby Tube

### CCDD TESTING – LPC 663 ONLY

Rubino has obtained a "Potential Impacted Property" (PIP) evaluation of the area near the proposed improvements.

The PIP evaluation indicates further testing is needed for form LPC-663, Rubino will perform PID testing on the soil samples and soil analytical testing in general compliance with the IEPA CCDD requirements. Laboratory testing will be at the discretion of the environmental professional based on knowledge of the location of the borings.

LPC 663 Testing Scope
<ul style="list-style-type: none"><li>• PIP Evaluation (Historical &amp; Regulatory)<ul style="list-style-type: none"><li>○ 2 Eris Reports</li><li>○ 1241 N Lake St</li><li>○ Lake St &amp; Indian Trail</li><li>○ 600 W New Indian Trail</li></ul></li><li>• Soil Analytical Tests (<b>3 estimated</b>):<ul style="list-style-type: none"><li>○ Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs) Resource Conservation Recovery Act (RCRA) Metals, pH</li><li>○ TCLP / SPLP RCRA Metal (<b>only if necessary</b>)</li></ul></li><li>• P.E. / P.G. Review &amp; Certification (LPC #663)</li><li>• <i>LPC-663 CCDD Certification, as applicable</i></li></ul>

If the analytical testing indicates the soils are contaminated, additional testing and an additional disposal source may be necessary (Composite Non-Hazardous Non-Special Waste Analytical for landfill disposal if necessary).

## Exhibit D

### GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations and pertaining to:*
  - *Subgrade preparation*
  - *Subgrade Stability*
  - *Undercut Recommendations*
  - *Settlement Analysis*
  - *Construction monitoring*
- *Report appendices including*
  - *Site geology and pedology*
  - *NRCS soil survey*
  - *Fence diagrams of borings*
  - *Climactic conditions*

An electronic copy of the report will be provided. The report will be addressed to Thomas Engineering Group, LLC.

### PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

### UTILITY LOCATE AND OUTSIDE SERVICES

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

## Exhibit D

### FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

<b>Subsurface Exploration</b>	Boring Layout / Utility Locate / PM	\$ 1,000.00	Lump sum
	Drill Rig Mobilization and Drilling + CCDD sample	\$ 4,000.00	Lump sum
	Pavement Cores	\$ 1,540.00	Lump sum
<b>Lab</b>	Geotechnical Lab Tests as described above	\$ 180.00	Lump sum
<b>Reporting</b>	Preparation of the Geotechnical Report	\$ 1,650.00	Lump sum
<b>CCDD 663 Lab</b>	Soil Analytical testing for form 663 (\$650 each):	\$ 1,950.00	Lump sum
<b>CCDD 663 Rpt</b>	Form LPC 663 and Report:	\$ 1,620.00	Lump sum
<b>Traffic Control</b>	Attenuator Truck	\$ 2,300.00	<i>Estimate</i>
		<b>\$14,240.00</b>	<b>Grand Total</b>

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

#### Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

### AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

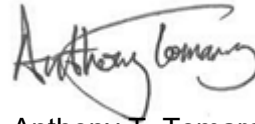
*Rubino Engineering, Inc.*

**Exhibit D**

**RUBINO ENGINEERING, INC.**



Michelle A. Lipinski, PE  
President



Anthony T. Tomaras  
Project Manager

**RUBINO ENGINEERING, INC. IS:  
AN AASHTO-ACCREDITED LABORATORY  
IDOT PREQUALIFIED  
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments:    Proposal Acceptance and Data Sheet  
                          Schedule of Services and Fees  
                          General Conditions

\*\*This is an electronic copy. Hard Copies of this proposal are available upon request.