

Contracted Services for the City of Aurora

Company: Wills Burke Kelsey Associates, Ltd. (WBK)

Date: June 12, 2015

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

Proposal:

Proposal is for an amount of \$386,500, plus reimbursables for the following services: Professional Engineering and Consulting Services for Concept Development of the RiverEdge Park Pedestrian Bridge.

Purpose and Scope: The City of Aurora has initiated a project requiring professional engineering services to perform Phase I 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 24, 2015**, and WBK intend to deliver the final services by **January 24, 2016**. The term of this contract shall be 305 days unless modified by both parties. The Principal Consulting Team for this engagement will be Wills Burke Kelsey Associates, Ltd. (WBK), T.Y. Lin International Group (T.Y. Lin), and Christopher B. Burke Engineering Ltd. (CBBEL).

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 \$386,500 plus reimbursables as described in more detail in **Attachment "B"** ("Engineering Services") attached hereto. The project will be invoiced 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"** ("Engineering Services"). The General Terms and Conditions dated February 18, 2014 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
Executive Vice President
Wills Burke Kelsey Associates, Ltd.



DATE: June 12, 2015

THIS CONTRACT, PROPOSAL, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR
CITY OF AURORA,

an Illinois municipal corporation,

Mayor

ATTEST:

City Clerk

DATE: _____

Attachment "A"
Scope of Services June 12, 2015

Local Agency City of Aurora
Project
Job No.
Type of Funding Local

**PHASE I ENGINEERING FOR CONSTRUCTION
OF THE
AURORA TRANSPORTATION CENTER REGIONAL FACILITY ENHANCEMENTS PROJECT
JUNE 12, 2015**

CITY OF AURORA

SCOPE OF SERVICES

The City of Aurora has initiated a project requiring professional engineering services by the team of Wills Burke Kelsey Associates, Ltd. (WBK), T.Y. Lin International Group (T.Y. Lin), and Christopher B. Burke Engineering Ltd. (CBBEL) to perform Phase I 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.

UNDERSTANDING OF THE PROJECT

Proposed Pedestrian Bridge. In order to promote connectivity between existing parking facilities on the west side of the Fox River and the Aurora Transportation Center, a pedestrian bridge will be constructed connecting the two. Adding a pedestrian bridge will promote use of existing parking facilities, improve safety, and minimize the length pedestrians need to travel to access the ATC, T.Y. Lin will advance the preferred bridge design.

Parking Lot and Intersection Improvements. In order to increase capacity, several improvements to parking lots on both the east and west sides of the Fox River will be evaluated. CBBEL will design comprehensive renovations to the parking facilities associated with the ATC to expand parking, improve circulation and enhance pedestrian movement and safety throughout the facility. Improvements will be made to the intersections of Broadway Street and Spring Street, the PACE entrance and the main ATC entrance. These improvements will improve access to and traffic flow around the ATC site and adjacent properties, and will increase pedestrian safety at Broadway Street crossing locations, especially during events at River Edge Park. Any proposed improvements to the Broadway Street right-of-way will be coordinated with and permitted through IDOT.

WBK will design improvements and the expansion of parking facilities along River Street west of the Fox River.

Expanded Public Transportation Services. A taxi staging area and kiss-n-ride area will be incorporated into the ATC parking lot improvements to provide more convenient access to these services. The existing PACE Pulse Point will be relocated on the ATC site to provide improved safety, access and circulation throughout the site, as well as increased visibility of the ATC facility.

Pedestrian Safety and Connectivity. The existing intersections will be retrofit to meet ADA standards and provide access from the parking areas to the pedestrian bridge. Alignment options will be evaluated at the touch-down points of the bridge to create connectivity between existing and proposed facilities.

Bridge Hydraulics. The hydraulic impacts of the proposed pedestrian bridge over the Fox River will be analyzed using the hydraulic program HEC-RAS to demonstrate that the bridge meets all local and state standards. The results will be included in the Hydraulic Report which will be submitted to IDOT for review and concurrence of design. The current HEC-RAS model for this river reach has

already been updated to include all of the recent improvements from Illinois Avenue south to the New York Street dam.

Environmental Impact Classification. For purposes of this *Scope of Services*, it is assumed that the project will be classified as a Categorical Exclusion, Group II action according to Chapter 19 of the IDOT BLRS Manual.

Summary. The *Scope of Services* for the Phase I engineering involves a comprehensive preliminary engineering study. Included in this Phase I scope will be supplemental topographic survey, soil sampling, utility coordination, stream hydraulic analysis and Hydraulic Report, wetland report, environmental survey, preliminary bridge design, Location Drainage Study (Route 25) and Location Drainage Analysis for all other areas of the project, Intersection Design Studies permitting coordination and submittals, preliminary engineering of roadway and parking improvements, drainage design, path concepts, and a Project Design Report (PDR).

TASK 1 – EARLY COORDINATION AND DATA COLLECTION (WBK)

Early on in the Phase I process, WBK will coordinate with local agencies and collect project pertinent data.

- 1.1 **Review of Existing Data.** A significant effort has been completed on this project to attain existing conditions information. WBK will compile the current data and will obtain any additional information required.
- 1.2 **Prepare Photo Log.** Photograph the features of the project site and prepare a historic photo log of the existing feature.

TASK 2 – SUPPLEMENTAL TOPOGRAPHIC SURVEY (WBK)

Preliminary survey was previously completed under separate contracts for much the improvement corridor. A hydraulic survey has been completed by WBK and no additional sections are anticipated for the corridor. CBBEL performed topographic survey of Broadway Street in 2008, and surveyed a large portion of the ATC area in 2012.

Supplemental topographic survey will be obtained to facilitate engineering design at locations that were not included in previous surveys. The supplemental topographic survey will be integrated into the previously completed surveys. Adjustment of the survey to conform to the City of Aurora datum will be made as necessary.

All plat work and land acquisition will be coordinated by the City and their land acquisition consultant.

- 2.1 **Topographic Survey West of Fox River.** WBK will provide topographic survey along the west side of Fox River between River Road and the shoreline, including the parking lots and vacant area between Vine and Spruce Street.
- 2.2 **Topographic Survey East of Fox River.** WBK will collect additional topographic survey at areas east the Fox River that were not previously surveyed by CBBEL, including the west Broadway Street right-of-way adjacent to River Edge Park, the intersection of Broadway Street and Spring Street, the proposed Spring Street extension area, the center portion of the large ATC parking lot and other small, isolated areas needed to facilitate design.

TASK 3 – GEOTECHNICAL SOIL (TSC)

Testing Service Corporation, Inc. (TSC) will serve as a sub-consultant to WBK to perform soil borings. A Structure Geotechnical Report will be prepared and submitted to WBK for inclusion in the final PDR. Geotechnical work and the report will conform to the requirements of the IDOT Geotechnical Manual. (Detailed TSC scope attached) and will include borings for the abutments and retaining walls.

- 3.1 **Site Visit.** WBK anticipates and has allotted for one (1) field meeting with the geotechnical firm to coordinate final location of roadway cores & borings and structural borings.
- 3.2 **Coordination.** WBK anticipates general coordination with the geotechnical firm to discuss questions and clarification for results of geotechnical program, review and preparation of the final RGR, and coordination for general administrative and scheduling items throughout the project.
- 3.3 **Soil Profiles.** TSC will develop a soils profile for this project. WBK will provide to TSC the working base file references and plan and profile sheets for developing the soils profile.

TASK 4 – UTILITY IDENTIFICATION AND COORDINATION (CBBEL)

CBBEL will collect pertinent utility information for the project area to determine locations of all utilities that may or will affect design or construction of the project (roadway/parking improvements and bridge). Coordination with utilities and a JULIE design stage/planning information request for buried facilities will be performed and documented.

- 4.1 **Site Visit.** CBBEL anticipates and has allotted for one (1) field meeting with the design team and the City to coordinate regarding potential utility conflicts.
- 4.2 **Coordination with Utilities.** CBBEL will initiate a JULIE design stage request to identify utilities with facilities within the project area and will contact each utility to request atlases, plans and other information identifying the type, size and location of any facilities within the project limits. Upon receipt of information from the utilities, CBBEL will draft existing utilities on the existing conditions base map and send them back to the utility companies for verification of their locations. CBBEL will work with the utilities to identify potential conflicts and coordinate any relocations as necessary.
- 4.3 **Coordination with Design Team.** CBBEL anticipates general coordination with the design team to discuss questions and clarifications for potential utility conflicts and coordination for general administrative and scheduling items throughout the project.
- 4.4 **Subsurface Utility Exploration.** CBBEL's subconsultant, Badger Daylighting, will perform vacuum-excavated potholes of existing utilities for which it is determined that precisely identifying the vertical and horizontal locations is critically important to the design process. This task includes potholing for a cumulative depth of not-to-exceed fifty (50) feet.

TASK 5 – STREAM HYDROLOGY / HYDRAULIC ANALYSIS AND REPORT (WBK)

WBK will use the previous hydraulic investigation and prepare the stream hydrology/hydraulic analysis and hydraulic report demonstrating that the proposed structure meets the requirements of IDOT and IDNR-OWR. Hydraulic analysis will include:

- 5.1 **Site Visit:** Visit site and check location and geometry of surveyed hydraulic sections.
- 5.2 **Review Existing Models:** Review of existing hydrologic model for Fox River and data collection for the project will be performed.
- 5.3 **Develop Natural and Existing Hydraulic Models:** The existing hydraulic model (HEC-RAS) prepared by CBBEL will be reviewed, and hydraulic surveyed cross sections will be inserted in the model to produce the existing and natural conditions models.
- 5.4 **Review Existing Records:** A review of existing FEMA and USGS records will be conducted.
- 5.5 **Floodplain Fill/ Compensatory Storage:** Impacts to the floodplain will be determined and the need for compensatory storage.
- 5.6 **Develop Hydraulic Model and WIT:** The proposed condition hydraulic model and waterway information table (WIT) will be developed. It is anticipated that two proposed condition analysis will be run to determine if the proposed structure is hydraulically adequate. This task will include coordination with the bridge design engineer.
- 5.7 **HEC 18 Scour Analysis:** A HEC-18 scour analysis will be performed within the HEC-RAS program for inclusion in the Hydraulic Report.
 - Prepare Hydraulic Report: The Hydraulic Report will contain the following:
 - Location Map
 - Permit Summary for Floodway Construction in Northeastern Illinois (D1 PD0024)
 - Narrative – Description of work that includes flooding history, correlation of datum, discussion of hydraulic analysis, description of area and sensitive flood receptor considerations
 - Preliminary Bridge Design & Hydraulic Report (Form BLR 10210)
 - Type, Size & Location Drawing(s)
 - Waterway Information Table
 - Stream Profile & Cross Sections
 - Plan & Profile of Floodway Limits
 - FIRM Map excerpt
 - Floodway and floodplain fill and compensatory storage calculations
 - Modeling Calculations
 - HGL for 10, 50 and 100-Year events
 - Plan View of Compensatory Storage
 - The hydraulic report and backup will be prepared and submitted to IDOT along with the Preliminary Bridge Design and Hydraulic Report (BLR Form 10210).
- 5.8 **QA Final Report:** The final report will include be checked by a senior civil engineer prior to submittal.
- 5.9 **Address IDOT comments:** We anticipate one resubmittal to address comments from IDOT on the Hydraulic Report. This will include revising text, calculations or exhibits in the Hydraulic Report.

TASK 6 – WETLAND DELINEATION AND REPORT (WBK)

The existing conditions wetland assessment and report will be updated. The limits of the current delineation are from Illinois Avenue to the New York Street Bridge including Blues Island. The Fox River is a Section 10 Public Waters and is considered a High Quality Aquatic Resource (HQAR) and ADID wetlands are present. This work will be performed by WBK and will involve the following:

- 6.1 **Preliminary Information.** Obtain preliminary information including aerial photos, wetland maps, USGS, soils mapping, FEMA map, hydrologic atlas, and other data necessary for the wetland delineation.
- 6.2 **Wetland Delineation.** Conduct wetland delineation update based on methodology approved by USACE and accepted by the City.
- 6.3 **Field Staking.** Field stake perimeter of wetlands.
- 6.4 **Wetland Report.** Prepare an updated wetland report, including resource evaluation, support data, and graphics.
- 6.5 **WIE Form.** Prepare the IDOT online Wetland Impact Evaluations (WIE) form.

TASK 7 – ADDITIONAL ENVIRONMENTAL SURVEYS (WBK)

- 7.1 **Special Waste Assessment.** WBK will complete a Special Waste Assessment (SWA) of the project area to determine if there is a potential for contamination and whether a Preliminary Environmental Site Assessment (PESA) is required. The SWA will be completed following the guidelines in Section 20-12.03 of the BLR Manual. WBK will obtain a Radius Report from a company that provides search results of public and proprietary databases to identify any nearby CERCLIS, LUST, UST, RCRA, and other sites that may pose a risk of contamination. A Memorandum will be prepared that summarizes the findings of the SWA for inclusion in the Project Development Report (PDR).
- 7.2 **PESA.** WBK will complete a Preliminary Site Assessment if the data from the SWA show that it is required. WBK and the City of Aurora expect that a PESA will be required because the ATC Parking Facility is located on the property of former CB&Q railroad mechanical shops and because the riverfront and Blues Island were previously industrial properties that included a spur rail.
- 7.3 **Environmental Survey Request.** The online Environmental Survey Request (ESR) will be prepared as part of the early coordination of the project. The scope will include preparation of ESR project limits map and other exhibits. (BLRS Manual Section 20-2).

TASK 8 – PRELIMINARY BRIDGE DESIGN (T.Y. LIN)

T.Y. Lin will advance the proposed solution and provide TS&L for desired alternative. T.Y. Lin will also evaluate decking options for the pedestrian bridge, whose design limits will be from abutment-to-abutment, including approach slab design. (Detailed T.Y. Lin scope attached)

- 8.1 **Coordination.** WBK anticipates coordination and exchange of design files/information with T.Y. Lin to assure the touchdowns and bridge geometry match. Two (2) meetings are anticipated with T.Y. Lin for general design coordination.

TASK 9 – LOCATION DRAINAGE ANALYSIS (CBBEL & WBK)

An analysis will be performed to determine existing drainage patterns and the impact of the bridge improvements along the river corridor. The LDS for IL Route 25 will be performed by CBBEL.

- 9.1 **Site Drainage Design (East of Fox River).** An analysis of the existing drainage system and design of new systems will be performed. Proposed drainage systems will be designed to drain the various additional and/or modified project areas east of the Fox River, including the Aurora Transit Center, Broadway Street and the Spring Street Extension. CBBEL will review drainage criteria and potential impacts to the receiving system(s). CBBEL will determine how local ordinances impact the project. CBBEL will perform an evaluation of the need for storm water detention and design the requisite detention within the parameters of the site constraints.
- 9.2 **Drainage Connection Submittal (East of Fox River).** Submittal and IDOT approval of a Drainage Connection Checklist and supporting documents are anticipated to be required since the project is located along a State Route (Broadway Street), and the proposed site improvements drain to the State drainage system.

The project does not lie within a designated floodplain/floodway area. The existing area drainage outfall(s) for the project area will be determined and evaluated for sensitivity based on the added impervious area with this project. The condition of the existing drainage system outfall(s), as well as the added impervious pavement area by this project, will be factors in determining the extent of storm water detention needs for the project, in compliance with IDOT requirements.

CBBEL will prepare and submit a Drainage Connection Checklist to IDOT in accordance with IDOT procedures as stipulated in the IDOT Drainage Manual.

Specifically, the Drainage Connection Checklist will include the following major tasks in order to comply with IDOT procedures:

- Location Maps
- Drainage Narrative
- Develop an Existing Drainage Plan
- Develop Proposed Drainage Plan based on the proposed geometry for the preferred alternative.
- Drainage Calculations
- Coordination with IDOT, City and project team as required.

CBBEL will coordinate with IDOT and revise the Drainage Connection submittal as necessary to facilitate State approval.

- 9.3 **Site Drainage Design (East of Fox River):** An analysis of the existing drainage system and design of the proposed drainage system will be performed. This will include developing an understanding of the existing storm sewer system, and overland flow routes.
- 9.4 **Proposed Drainage Improvements (West of Fox River):** The preliminary design of the mainline proposed drainage system will be prepared to include the additional and / or modified areas west of the Fox River (east of N. River Street between West New York Street and Vine Street). WBK will review existing ordinances and drainage criteria to determine proposed drainage systems including required detention. This task includes preliminary design of a proposed detention basin. WBK will determine and evaluate the existing outfall(s) and the impacts of the improvements on the outfall(s). Connection to a

state drainage system is not anticipated, therefore a Drainage Connection submittal will not be required.

- 9.5 Report Preparation:** A technical memorandum summarizing the existing and proposed drainage design calculations and assumptions for the areas west of the Fox River will be prepared.

TASK 10 – PERMIT AGENCY SUBMITTALS (WBK)

- 10.1 WBK will coordinate the preliminary designs with the US Army Corps of Engineers, the Illinois Department of Water Resources – Office of Water Resources, the Kane-DuPage Soil and Water Conservation District and the City of Aurora to address the permit agency requirements for permitting construction in the Fox River.

TASK 11 – INTERSECTIONS DESIGN STUDIES (CBBEL)

Three intersections are proposed to be improved to varying degrees along Broadway Street, including Spring Street (signalized), existing PACE entrance (signalized) and main ATC entrance (unsignalized). CBBEL anticipates that an Intersection Design Study (IDS) will be required by IDOT for the modifications to the existing signal at Spring Street and installation of a new signal at the main ATC entrance. An IDS is not anticipated to be required for the removal of the existing signal and geometric improvements at the existing PACE entrance.

- 11.1 **Data Collection.** CBBEL will have a.m. and p.m. peak hour traffic counts conducted at the intersections of IL Route 25 at the ATC Entrance and IL Route 25 at Spring Street for use in the IDS. Classification counts will be conducted from 6:00-8:00 a.m. and from 4:00-6:00 p.m. on a typical weekday.

The traffic count data will be supplemented by existing traffic signal plan information that CBBEL will obtain from IDOT, and a field reconnaissance of the project area to verify existing plan information.

- 11.2 **Intersection Design Studies (IDS) – Spring Street and ATC Entrance.** IDOT will require that IDSs be prepared based on the proposed traffic signal for the ATC entrance and the geometric changes associated with the extension of Spring Street.

The IDS's will be prepared at a scale of 1" = 50' and will include the following:

- Intersection capacity analyses for a.m. and p.m. peak hour design year traffic volumes.
- Existing and projected peak hour volumes.
- Existing intersection geometry.
- Signal layout.
- Design and general notes.

The IDSs will be submitted to IDOT for review, and CBBEL will meet with representatives from IDOT to review the IDSs. Attendance at two meetings with IDOT are included in this task. Any review comments by IDOT will be incorporated into the final IDS and submitted to IDOT for formal approval.

- 11.3 **Consultation During the Design Process.** CBBEL will provide consultation including attendance at design group meetings to properly advise the client as to engineering

concerns related to the IDSs. Attendance at two meetings with the client have been included in this task.

TASK 12 – PARKING AND CIRCULATION CONCEPTS (CBBEL & WBK)

CBBEL will design parking lot modifications for parking lots east of the Fox River, including restriping, resurfacing, and expansion. WBK will design the parking lot expansion for Lot X and ADA compliance for Lots A and W on the west side of the Fox River.

- 12.1 **Preliminary Roadway/Parking Lot Design (East of Fox River).** CBBEL will develop preliminary engineering drawings for the roadway and parking lot improvements east of the Fox River, including the ATC parking lots, Broadway Street and the Spring Street Extension. This task will include preliminary engineering of site demolition, site grading, pavement construction and reconstruction, resurfacing, restriping, retaining walls, sidewalk construction, ADA compliance, PACE improvements and other improvements shown on the overall project exhibit. This task assumes that public utility design (water, sanitary sewer etc.) will not be required during this phase.

A preliminary estimate of construction cost will be submitted for review along with the preliminary engineering plans.

- 12.2 **Preliminary Parking Lot Design and ADA Compliance (West of Fox River).** WBK to design the expansion of Parking Lot X, and evaluate ADA compliance for Lots A and W.
- 12.3 **Coordination.** WBK anticipates general coordination with CBBEL to coordinate intersection improvements and safety components.

TASK 13 – PATH ALIGNMENT AND RETAINING WALL CONCEPTS (WBK)

WBK will design the touchdowns of the pedestrian bridge on the east and west sides of the river to accommodate pedestrians and trail users. Design will include path realignment, profile revisions, and retaining wall design. It is anticipated that one (1) additional retaining wall will be required for the pedestrian safety improvements along Broadway Street. No additional retaining walls have been included in this scope.

13.1 Path Improvements.

- Horizontal Alignment
- Profile Options
- Typical Section
- PNP Sheets

13.2 Pedestrian Bridge Retaining Walls.

WBK will complete the analysis and TSL drawings for the proposed retaining walls. The TSL drawings will be submitted as an attachment to the PBDHR submittal.

DEVELOP DESIGN PARAMETERS

WBK will develop the retaining wall design parameters in accordance with recommendations in the IDOT Bridge Manual. The design parameters will include:

- Roadway classification data
- Profile grade data

- Horizontal curve data
- Design specifications, loading, allowable stresses, and seismic data

PRELIMINARY RETAINING WALL DESIGN

WBK will investigate alternatives for the retaining wall type based on geotechnical recommendations. WBK will perform preliminary design calculations to establish the wall dimensions. Up to three alternatives will be investigated.

13.3 Safety Improvements Retaining Wall.

WBK will complete the analysis and TSL drawings for the proposed retaining wall. The TSL drawings will be submitted to the District.

DEVELOP DESIGN PARAMETERS

WBK will develop the retaining wall design parameters in accordance with recommendations in the IDOT Bridge Manual. The design parameters will include:

- Roadway classification data
- Profile grade data
- Horizontal curve data
- Design specifications, loading, allowable stresses, and seismic data

PRELIMINARY RETAINING WALL DESIGN

WBK will investigate alternatives for the retaining wall type based on geotechnical recommendations. WBK will perform preliminary design calculations to establish the wall dimensions. Up to three alternatives will be investigated.

TASK 14 – PROJECT DEVELOPMENT REPORT AND ACTIVITIES (WBK)

WBK will assemble a Project Development Report (PDR) including descriptions and exhibits for all of the proposed project activities. The PDR will require input from all team members for their respective disciplines. (See Team member’s scope for details)

- 14.1 **Traffic Data and Crash Analysis.** CBBEL will compile traffic data and crash analysis for the intersections along Broadway Street. Types of crashes will be detailed in collision diagrams.
- 14.2 **Variiances.** WBK will compile a list of variiances to be discussed at the FHWA coordination meeting.
- 14.3 **Cost Estimate.** Working with team members, WBK will compile an Engineer’s Opinion of Probable Construction Cost to be submitted with the PDR.
- 14.4 **Draft Project Development Report.** WBK will compile the draft PDR with exhibits and documentation for submittal to IDOT.
- 14.5 **Disposition of Comments.** WBK will prepare a disposition of comments received in regards to the Draft project Development Report.
- 14.6 **Final Project Development Report.** WBK will prepare the Project Development Report (BLR 22110) to obtain Phase I design approval for the project. The PDR will follow the guidelines in the IDOT BLRS Manual.

TASK 15 – PUBLIC INVOLVEMENT (TEAM)

In order to get public opinion on the project, the design team will conduct one (1) public coordination meeting. 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 documented in the PDR. This task does not include a Public Hearing. (See Team member’s scope for details)

- 15.1 **Organize Meeting.** WBK will identify the locations and coordinate schedules.
- 15.2 **Advertisement and Mailings.** WBK will advertise the public meeting in local papers to create awareness throughout the impacted area. WBK will identify local stakeholders and send mailings.
- 15.3 **Prepare Displays, Exhibits, and Handouts.** Each team member will prepare at least one (1) display outlining their involvement in the proposed improvements. WBK will prepare any handouts for the public.
- 15.4 **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.
- 15.5 **Respond to Comments.** WBK will take the recorded public comments and send out responses accordingly.
- 15.6 **Coordinate with Team Members.** WBK will coordinate with team members to ensure uniformity and completeness of presentation.

TASK 16 – MEETINGS AND COORDINATION (TEAM)

Meetings and coordination will serve to discuss and resolve issues in the preliminary 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.

- 16.1 **Anticipated Meetings.** The assumption for the below meetings is 2 people per meeting at 3 hours per meeting.
 - A. Kickoff Meeting with City of Aurora
 - B. Progress Meetings (assume 6 total)
 - C. Meet with key Stakeholders (assume 2 meetings)
 - D. Attend FHWA Coordination meeting (assume 2 meetings)
 - E. Meet with USACE (assume 1 field meeting)
 - F. Present plan in public open house (assume 1 meeting)
 - G. Preparation time prior to meetings (agenda, exhibits, etc.; total of 12 Meetings)
 - H. Prepare Meeting Minutes (Total of 12 Meetings)

TASK 17 – ADMINISTRATION AND MANAGEMENT (WBK)

The successful management of a Phase I project requires scheduling and reporting of the progress of the project.

- 17.1 **Project Schedule.** WBK will prepare and monitor the project schedule 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
- 17.2 **Progress Reports.** WBK will prepare and submit monthly progress reports during months when engineering activities occur and invoices are due.
- 17.3 **General Design Review.** WBK will perform general reviews of all design elements associated with the project
- 17.4 **Budget.** WBK will manage tasks associated with budget adherence and invoicing
- 17.5 **Quality Control.** QA/QC will be performed per approved QA/QC plan.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of this Phase I 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 IDOT, the FHWA, or any other agency for the successful completion of the project.

- A Public Hearing.
- Hydraulic Survey
- Individual Parcel Plats or land acquisition tasks.
- Tree Report
- Lighting Design (To be evaluated in Design Phase)

Attachment "B"
Engineering Services February 20, 2015

EXHIBIT A - PHASE I ENGINEERING SERVICES
Aurora Transportation Center Regional Facility Enhancements Project
Downtown City of Aurora

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

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

Overhead Rate (OH)	149.09 %
Complexity Factor (R)	0.000
Calendar Days	305

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: 6/12/2015

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
1 Early Coordination and Data Collection (WBK)						\$ -	\$ -	\$0.00	\$0.00
	Engineer III	8.0	\$40.43	\$323.44	\$482.22			\$116.82	\$922.48
	Engineer II	4.0	\$31.20	\$124.80	\$186.06			\$45.07	\$355.93
	Engineer I	16.0	\$28.10	\$449.60	\$670.31			\$162.39	\$1,282.30
2 Supplemental Topographic Survey (WBK)						\$ -	\$ 60.14	\$8.72	\$68.86
	Engineering Technician III	63.0	\$36.07	\$2,272.41	\$3,387.94			\$820.75	\$6,481.10
	Engineering Technician II	38.0	\$29.00	\$1,102.00	\$1,642.97			\$398.02	\$3,142.99
3 Geotechnical Soil And Bridge Deck Sampling Analysis (TSC)						\$ 11,000.00	\$ -	\$0.00	\$11,000.00
	Engineering Technician III	3.0	\$36.07	\$108.21	\$161.33			\$39.08	\$308.62
	Engineering Technician II	3.0	\$29.00	\$87.00	\$129.71			\$31.42	\$248.13
	Senior Structural Engineer	4.0	\$61.63	\$246.52	\$367.54			\$89.04	\$703.10
	Senior Scientist V	10.0	\$65.75	\$657.50	\$980.27			\$237.48	\$1,875.25
4 Utility Identification and Coordination (CBBEL)						\$ 6,459.48	\$ -	\$0.00	\$6,459.48
5 Stream Hydrology/Hydraulic Analysis And Report (WBK)						\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	34.0	\$51.80	\$1,761.20	\$2,625.77			\$636.11	\$5,023.08
	Engineer III	1.0	\$40.43	\$40.43	\$60.28			\$14.60	\$115.31
	Engineer II	123.0	\$31.20	\$3,837.60	\$5,721.48			\$1,386.07	\$10,945.15
	Engineering Technician III	9.0	\$36.07	\$324.63	\$483.99			\$117.25	\$925.87
	Engineering Technician II	9.0	\$29.00	\$261.00	\$389.12			\$94.27	\$744.39
	Office Professional	6.0	\$19.15	\$114.90	\$171.30			\$41.50	\$327.70
6 Wetland Delineation and Report (WBK)						\$ -	\$ -	\$0.00	\$0.00
	Senior Scientist V	2.0	\$65.75	\$131.50	\$196.05			\$47.49	\$375.04
	Env. Res Spec III	21.0	\$29.50	\$619.50	\$923.61			\$223.75	\$1,766.86
	GIS Analyst	8.0	\$32.75	\$262.00	\$390.62			\$94.63	\$747.25
7 Additional Environmental Surveys (WBK)						\$ -	\$ -	\$0.00	\$0.00
	Engineer III	2.0	\$40.43	\$80.86	\$120.55			\$29.20	\$230.61
	Engineer II	28.0	\$31.20	\$873.60	\$1,302.45			\$315.53	\$2,491.58
	Engineering Technician III	8.0	\$36.07	\$288.56	\$430.21			\$104.22	\$822.99
	Senior Scientist V	18.0	\$65.75	\$1,183.50	\$1,764.48			\$427.46	\$3,375.44
	GIS Analyst	4.0	\$32.75	\$131.00	\$195.31			\$47.31	\$373.62
8 Preliminary Bridge Analysis (T.Y. Lin)						\$ 99,980.00	\$ -	\$0.00	\$99,980.00
	Senior Scientist V	16.0	\$65.75	\$1,052.00	\$1,568.43			\$379.96	\$3,000.39
9 Location Drainage Analysis (WBK & CBBEL)						\$ 21,845.10	\$ -	\$0.00	\$21,845.10
	Engineer IV	21.0	\$51.80	\$1,087.80	\$1,621.80			\$392.89	\$3,102.49
	Engineer II	40.0	\$31.20	\$1,248.00	\$1,860.64			\$450.75	\$3,559.39
10 Permit Agency Submittals (WBK)						\$ -	\$ -	\$0.00	\$0.00
	Senior Scientist V	8.0	\$65.75	\$526.00	\$784.21			\$189.98	\$1,500.19

EXHIBIT A - PHASE I ENGINEERING SERVICES
Aurora Transportation Center Regional Facility Enhancements Project
Downtown City of Aurora

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

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

Overhead Rate (OH) 149.09 %
 Complexity Factor (R) 0.000
 Calendar Days 305

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: 6/12/2015

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
	Env. Res Spec III	2.0	\$29.50	\$59.00	\$87.96			\$21.31	\$168.27
11	Intersection Design Studies (CBBEL)					\$ 29,995.56	\$ -	\$0.00	\$29,995.56
12	Parking and Circulation Concepts (CBBEL & WBK)					\$ 39,826.15	\$ 138.20	\$20.04	\$39,984.39
	Engineer III	20.0	\$40.43	\$808.60	\$1,205.54			\$292.05	\$2,306.19
	Engineer II	10.0	\$31.20	\$312.00	\$465.16			\$112.69	\$889.85
	Engineer I	10.0	\$28.10	\$281.00	\$418.94			\$101.49	\$801.43
	Engineering Technician IV	30.0	\$50.50	\$1,515.00	\$2,258.71			\$547.19	\$4,320.90
	Engineering Technician III	15.0	\$36.07	\$541.05	\$806.65			\$195.42	\$1,543.12
	Engineering Technician II	15.0	\$29.00	\$435.00	\$648.54			\$157.11	\$1,240.65
	Senior Scientist V	8.0	\$65.75	\$526.00	\$784.21			\$189.98	\$1,500.19
13	Path Alignment and Retaining Wall Concepts (WBK)					\$ -	\$ -	\$0.00	\$0.00
	Engineer III	74.0	\$40.43	\$2,991.82	\$4,460.50			\$1,080.59	\$8,532.91
	Engineer II	2.0	\$31.20	\$62.40	\$93.03			\$22.54	\$177.97
	Engineer I	66.0	\$28.10	\$1,854.60	\$2,765.02			\$669.84	\$5,289.46
	Engineering Technician III	26.0	\$36.07	\$937.82	\$1,398.20			\$338.72	\$2,674.74
	Senior Structural Engineer	58.0	\$61.63	\$3,574.54	\$5,329.28			\$1,291.05	\$10,194.87
14	Project Development Activities And Report (WBK)					\$ -	\$ 207.50	\$30.09	\$237.59
	Engineer IV	8.0	\$51.80	\$414.40	\$617.83			\$149.67	\$1,181.90
	Engineer III	89.0	\$40.43	\$3,598.27	\$5,364.66			\$1,299.62	\$10,262.55
	Engineer II	55.0	\$31.20	\$1,716.00	\$2,558.38			\$619.79	\$4,894.17
	Engineer I	30.0	\$28.10	\$843.00	\$1,256.83			\$304.48	\$2,404.31
	Engineering Technician IV	8.0	\$50.50	\$404.00	\$602.32			\$145.92	\$1,152.24
	Engineering Technician III	54.0	\$36.07	\$1,947.78	\$2,903.95			\$703.50	\$5,555.23
	Engineering Technician II	16.0	\$29.00	\$464.00	\$691.78			\$167.59	\$1,323.37
	Senior Structural Engineer	24.0	\$61.63	\$1,479.12	\$2,205.22			\$534.23	\$4,218.57
	Senior Scientist V	4.0	\$65.75	\$263.00	\$392.11			\$94.99	\$750.10
15	Public Involvement (Team)					\$ 1,017.33	\$ 569.75	\$82.61	\$1,669.69
	Engineer V	6.0	\$68.67	\$412.02	\$614.28			\$148.81	\$1,175.11
	Engineer III	54.0	\$40.43	\$2,183.22	\$3,254.96			\$788.54	\$6,226.72
	Engineer II	20.0	\$31.20	\$624.00	\$930.32			\$225.38	\$1,779.70
	Engineering Technician III	30.0	\$36.07	\$1,082.10	\$1,613.30			\$390.83	\$3,086.23
	Senior Scientist V	22.0	\$65.75	\$1,446.50	\$2,156.59			\$522.45	\$4,125.54
	Office Professional	6.0	\$19.15	\$114.90	\$171.30			\$41.50	\$327.70
16	Meetings and Coordination (Team)					\$ 2,034.66	\$ 178.75	\$25.92	\$2,239.33
	Engineer III	39.0	\$40.43	\$1,576.77	\$2,350.81			\$569.50	\$4,497.08
	Engineer II	24.0	\$31.20	\$748.80	\$1,116.39			\$270.45	\$2,135.64
	Senior Scientist V	39.0	\$65.75	\$2,564.25	\$3,823.04			\$926.16	\$7,313.45

EXHIBIT A - PHASE I ENGINEERING SERVICES
Aurora Transportation Center Regional Facility Enhancements Project
Downtown City of Aurora

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Structure No. 0

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

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

Overhead Rate (OH) 149.09 %
 Complexity Factor (R) 0.000
 Calendar Days 305

Date: 6/12/2015

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
17 Administration and Management						\$ 5,086.64	\$ -	\$0.00	\$5,086.64
	Engineer V	18.0	\$68.67	\$1,236.06	\$1,842.84			\$446.44	\$3,525.34
	Engineer III	14.0	\$40.43	\$566.02	\$843.88			\$204.44	\$1,614.34
	Engineering Technician IV	12.0	\$50.50	\$606.00	\$903.49			\$218.88	\$1,728.37
	Senior Structural Engineer	4.0	\$61.63	\$246.52	\$367.54			\$89.04	\$703.10
	Senior Scientist V	16.0	\$65.75	\$1,052.00	\$1,568.43			\$379.96	\$3,000.39
Totals		1435.0		\$ 58,683.12	\$ 87,490.64	\$ 217,244.92	\$ 1,154.34	\$ 21,362.57	\$ 385,935.59

Route
 Local Agency City of Aurora
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**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT A - PHASE I ENGINEERING SERVICES
 Aurora Transportation Center Regional Facility Enhancements Project**

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Professional Land Surveyor	Senior Scientist V	Env. Res Spec IV	Env. Res Spec III	Env. Res. Spec. I/II	Resource Planner V	Resource Planner III	GIS Analyst	Administrative Manager	Office Professional	Engineering Intern	Sub-Consultant Costs	In House Direct Costs	
1 Early Coordination and Data Collection (WBK)																								
1.1 Review Existing Data (exist. ROW, flood records, bridge and roadway record drawing, collect aerial mapping in project area, etc.)	16			8	4	4																		
1.2 Site Visit	6					6																		
Photo Log	6					6																		
SUB-TOTAL PERCENT	28.0			8.0 29%	4.0 14%	16.0 57%																	\$ -	\$ -
2 Supplemental Topographic Survey (WBK)																								
2.1 East of the River																								
a Horizontal & Vertical Control	4							4																
b Roadway Topographic Survey	38							20	18															
c Download Field Data	2							2																
d Base Drawing w/ Contours	5							3	2															
e Field Check	4							4																
2.2 West of the River																								
a Horizontal & Vertical Control	4							4																
b Roadway Topographic Survey	32							16	16															
c Download	2							2																
d Base Drawing w/ Contours	6							4	2															
e Field Check	4							4																
SUB-TOTAL PERCENT	101.0							63.0 62%	38.0 38%														\$ -	\$ 60.14
3 Geotechnical Soil And Bridge Deck Sampling Analysis (TSC)																								
3.1 Site Visit	4									2		2												
3.2 Coordination	8										8													
3.3 Soil Profiles	8							3	3	2														
Work By Others																							\$ 11,000.00	
SUB-TOTAL PERCENT	20.0							3.0 15%	3.0 15%	4.0 20%		10.0 50%											\$ 11,000.00	\$ -
4 Utility Identification and Coordination (CBBEL)																								\$ 6,459.48
4.1 Site Visit	CBBEL																							
4.2 Coordination with Utilities	CBBEL																							
4.3 Coordination with Design Team	CBBEL																							
4.4 Subsurface Utilit Exploration	CBBEL																							
5 Stream Hydrology/Hydraulic Analysis And Report (WBK)																								
5.1 Site Visit	8		3	1	4																			
5.2 Review of existing hydraulic model and development of the model	3																							
5.3 Develop existing and natural hydraulic models with surveyed sections.	12		4		8																			
5.4 Review FEMA and USGS records	2				2																			
5.5 Determine floodplain impacts and comp storage	19		4		15																			
5.6 Develop proposed hydraulic model and WIT	46		8		38																			
5.7 Perform HEC-18 scour analysis	17		2		15																6			
5.8 Prepare Hydraul report and backup	53				35			6	6															
5.9 QA final report	6		6																					
5.1 Address IDOT comments	16		4		6			3	3															
SUB-TOTAL PERCENT	182.0		34.0 19%	1.0 1%	123.0 68%			9.0 5%	9.0 5%												6.0 3%		\$ -	\$ -
6 Wetland Delineation and Report (WBK)																								
6.1 Obtain preliminary information (wetland maps, soil maps, aerials, etc.)	2																							
6.2 Conduct wetland delineation	6																							
6.3 Field stake perimeter of wetlands	4																							
6.4 Prepare wetland report and graphics	15										2													
6.5 Prepare IDOT online Wetland Impact Evaluations (WIE)	4																							
SUB-TOTAL PERCENT	31.0											2.0 6%		21.0 68%							8.0 26%		\$ -	\$ -
7 Additional Environmental Surveys (WBK)																								
7.1 Special Waste Assessment	4											4												
7.2 PESA	40				28							8												
7.3 Environmental Survey Request	16				2			8			6													
SUB-TOTAL PERCENT	60.0				2.0 3%	28.0 47%		8.0 13%				18.0 30%										4.0 7%		\$ -
8 Preliminary Bridge Analysis (T.Y. Lin)																								
8.1 Coordination (WBK)	16											16												
Work by Others																								\$ 99,980.00
SUB-TOTAL PERCENT	16.0											16.0 100%											\$ 99,980.00	\$ -
9 Location Drainage Analysis (WBK & CBBEL)																								\$ 21,845.10
9.1 Site Drainage Design (East of Fox River)	CBBEL																							
9.2 Drainage Connection Submittal (East of Fox River)	CBBEL																							
9.3 Existing Drainage (West of Fox River)	12					8																		
9.4 Proposed Drainage Improvements (West of Fox River)	34					22																		
9.5 Prepare Report	15					10																		
SUB-TOTAL PERCENT	61.0					21.0 34%																		\$ 21,845.10
10 Permit Agency Submittals (WBK)																								
10.1 Permit Agency Coordination	10											8												
SUB-TOTAL PERCENT	10.0											8.0 80%		2.0 20%										\$ -
11 Intersection Design Studies (CBBEL)																								\$ 29,995.56
11.1 Data Collection	CBBEL																							
11.2 Intersection Design Studies - Spring Street and ATC Entrance	CBBEL																							
11.3 Consultation During the Design Process	CBBEL																							
12 Parking and Circulation Concepts (CBBEL & WBK)																								
12.1 Preliminary Roadway and Parking Lot Design (East of Fox River)	CBBEL																							\$ 39,826.15
12.2 Preliminary Roadway and Parking Lot Design (West of Fox River)	100																							
12.3 Coordination	8											8												
SUB-TOTAL PERCENT	108.0					20.0 19%	10.0 9%	10.0 9%	30.0 28%	15.0 14%	15.0 14%		8.0 7%										\$ 39,826.15	\$ 138.20
13 Path Alignment and Retaining Wall Concepts (WBK)																								
13.1 Path Improvements																								
a Horizontal Alignment	16					12					4													
b Profile Options	16					12					4													
c Typical Section	8					2					6													
d PNP Sheets (2 Sheets)	14					2					12													

Route
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**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT A - PHASE I ENGINEERING SERVICES
 Aurora Transportation Center Regional Facility Enhancements Project**

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Professional Land Surveyor	Senior Scientist V	Env. Res Spec IV	Env. Res Spec III	Env. Res. Spec. I/II	Resource Planner V	Resource Planner III	GIS Analyst	Administrative Manager	Office Professional	Engineering Intern	Sub-Consultant Costs	In House Direct Costs	
13.2 Pedestrian Bridge Retaining Walls																								
a Develop design parameters	6			2		2				2														
b Preliminary retaining wall design	16			6		6				4														
c TSL drawings (2 Walls)	112			24		48				40														
d Respond to review comments	8			2	2					4														
13.3 Safety Improvements Retaining Wall																								
a Develop design parameters	4			2						2														
b Preliminary retaining wall design (3 Alternatives)	16			6		6				4														
c Retaining Wall Sketch	10			4		4				2														
SUB-TOTAL	226.0			74.0	2.0	66.0				58.0													\$ -	\$ -
PERCENT				33%	1%	29%				26%														
14 Project Development Activities And Report (WBK)																								
14.1 Incorporate CBBEL Traffic Data and Crash Analysis	20							20																
14.2 Variances	8			6	2																			
14.3 Cost Estimate																								
a Prepare own and Compile Estimates from Team	36			10	10			10		6														
b Update Cost Estimate after IDOT review comments	16			5	5			4		2														
14.4 Draft Project Development Report																								
a Prepare Outline	12			6	2					4														
b List Environmental and Engineering Commitments	4											4												
c Write Text Portion of Report	56		4	16	12	12	4	4	4															
d Assemble Exhibits, Report, and Submit	28			8				12	8															
14.5 Disposition of Comments	12			8	4																			
14.6 Final Project Development Report																								
a Incorporate Review Comments	20			4	4	8				4														
b Incorporate Comments from Public Information Meeting	20			4	4	8				4														
c Revise Report Text and Exhibits	30		2	6	4	2	4	4	4	4														
d Address Comments on Final PDR	18		2	12	4																			
e Assemble and Submit Report	8			4	4																			
SUB-TOTAL	288.0		8.0	89.0	55.0	30.0	8.0	54.0	16.0	24.0		4.0											\$ -	\$ 207.50
PERCENT			3%	31%	19%	10%	3%	19%	6%	8%		1%												
15 Public Involvement (Team)																								
15.1 Organize Meeting	20			8	4							8												
15.2 Advertisement and Mailings	16				16																			
15.3 Prepare displays, exhibits, and handouts	38			8				30																
15.4 Attend meeting and record public comment	24	6		6								6							6					
15.5 Respond to Comments	24			24																				
15.6 Coordinate with Team members	16			8								8												
Work by Others	CBBEL																							1,017.33
SUB-TOTAL	138.0	6.0		54.0	20.0			30.0				22.0								6.0			\$ 1,017.33	\$ 569.75
PERCENT		4%		39%	14%			22%				16%								4%				
16 Meetings and Coordination (Team)																								
16.1 Anticipated Meetings																								
a Kickoff Meeting with Aurora	6			3								3												
b Progress Meetings (assume 6 total)	12			6								6												
c Meet with Key Stakeholders (assume 2 meetings)	12			6								6												
d Attend FHWA Coordination Meeting (assume 2 meetings)	12			6								6												
e Meet with USACE (assume 1 field meeting)	6			3								3												
f Present plan in public open house (assume 1 meeting)	6			3								3												
g Preparation time prior to meetings (12 meetings)	24				12							12												
h Prepare Meeting Minutes (12 meetings)	24			12	12																			
Work by Others	CBBEL																							2,034.66
SUB-TOTAL	102.0			39.0	24.0							39.0											\$ 2,034.66	\$ 178.75
PERCENT				38%	24%							38%												
17 Administration and Management																								
17.1 Project Schedule	10	4		4								2												
17.2 Progress Reports	10	5		5																				
17.3 General Design Review	24	4					12			4		4												
17.4 Budget	10	5		5																				
17.5 Quality Control	10											10												
Work by Others	CBBEL																							5,086.64
SUB-TOTAL	64.0	18.0		14.0				12.0		4.0		16.0											\$ 5,086.64	\$ -
PERCENT		28%		22%				19%		6%		25%												
TOTALS	1435.0	24.0	63.0	301.0	306.0	122.0	50.0	208.0	81.0	90.0		143.0			23.0					12.0	12.0	\$217,244.92	\$1,154.34	
PERCENT		2%	4%	21%	21%	9%	3%	14%	6%	6%		10%			2%					1%	1%			

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0

**Aurora Transportation Center Regional Facility Enhancements Project
 City of Aurora
 EXHIBIT A - PHASE I ENGINEERING SERVICES**

Development of Project Hourly Rates (IDOT Method)

Item	2015 Actual Rate	2016 Projected @ 3.0% Increase	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2010 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	6.5	0	0	0	0	0
% of Project Duration	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Extension	1.000	0.000	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0000

Project Duration: June 16, 2015 to December 31, 2015 = 6.5 months

Allowed Percentage Escalation 3.00% 1.030

Route 0
 Local Agency City of Aurora
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 Project 0
 Job No. 0

**Aurora Transportation Center Regional Facility Enhancements Project
 City of Aurora
 EXHIBIT A - PHASE I ENGINEERING SERVICES**

Escalation Factor **1.000**

Classification	2015 Actual Rate	Adjusted Rate
Engineer VI	\$ 73.00	\$ 70.00
Engineer V	\$ 68.67	\$ 68.67
Engineer IV	\$ 51.80	\$ 51.80
Engineer III	\$ 40.43	\$ 40.43
Engineer II	\$ 31.20	\$ 31.20
Engineer I	\$ 28.10	\$ 28.10
Engineering Technician IV	\$ 50.50	\$ 50.50
Engineering Technician III	\$ 36.07	\$ 36.07
Engineering Technician II	\$ 29.00	\$ 29.00
Senior Structural Engineer	\$ 61.63	\$ 61.63
Professional Land Surveyor	\$ 44.40	\$ 44.40
Senior Scientist V	\$ 65.75	\$ 65.75
Env. Res Spec IV	\$ 52.88	\$ 52.88
Env. Res Spec III	\$ 29.50	\$ 29.50
Env. Res. Spec. I/II	\$ -	\$ -
Resource Planner V	\$ 61.75	\$ 61.75
Resource Planner III	\$ 31.04	\$ 31.04
GIS Analyst	\$ 32.75	\$ 32.75
Administrative Manager	\$ 33.50	\$ 33.50
Office Professional	\$ 19.15	\$ 19.15
Engineering Intern	\$ -	\$ -

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route 0
 Local Agency City of Aurora
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 Existing Struc 0

Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 1 Early Coordination and Data Collection (WBK)		TASK 2 Supplemental Topographic Survey (WBK)		TASK 3 Geotechnical Soil And Bridge Deck Sampling Analysis (TSC)	
			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	\$0.575		\$0.00	100	\$57.50		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00	4	\$2.64		\$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
Survey Equipment (Per Week)	UNIT	\$700.00		\$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		\$60.14		\$0.00

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 4 Utility Identification and Coordination (CBBEL)		TASK 5 Stream Hydrology/Hydraulic Analysis And Report		TASK 6 Wetland Delineation and Report (WBK)	
			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	\$0.575		\$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
Survey Equipment (Per Week)	UNIT	\$700.00		\$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		\$0.00		\$0.00

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant Wills Burke Kelsey Associates, Ltd.

ITEM	UNITS	UNIT COST	TASK 7		TASK 8		TASK 9	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
				Additional Environmental Surveys (WBK)		Preliminary Bridge Analysis (T.Y. Lin)		Location Drainage Analysis (WBK & CBBEL)
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	\$0.575		\$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
Survey Equipment (Per Week)	UNIT	\$700.00		\$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		\$0.00		\$0.00

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **Wills Burke Kelsey Associates, Ltd.**

			TASK 10 Permit Agency Submittals (WBK)		TASK 11 Intersection Design Studies (CBBEL)		TASK 12 Parking and Circulation Concepts (CBBEL & WBK)	
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	\$0.575		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00	20	\$13.20
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00	5	\$105.00
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	100	\$20.00
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
Survey Equipment (Per Week)	UNIT	\$700.00		\$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		\$0.00		\$138.20

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **Wills Burke Kelsey Associates, Ltd.**

ITEM	UNITS	UNIT COST	TASK 13 Path Alignment and Retaining Wall Concepts (WBK)		TASK 14 Project Development Activities And Report (WBK)		TASK 15 Public Involvement (Team)	
			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	\$0.575		\$0.00		\$0.00	50	\$28.75
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	2	\$66.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00	100	\$20.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00	50	\$112.50		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00	500	\$75.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00	100	\$125.00
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	1	\$350.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$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		\$207.50		\$569.75

EXHIBIT A - PHASE I ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route 0
 Local Agency City of Aurora
 Section 0
 Project 0
 Job No. 0
 Existing Struc 0

Consultant **Wills Burke Kelsey Associates, Ltd.**

			TASK 16 Meetings and Coordination (Team)		TASK 17 Administration and Management	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS						
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.575	250	\$143.75		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20	100	\$20.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15	100	\$15.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00
Sub-Totals				\$178.75		\$0.00

Attachment "C"
GENERAL TERMS AND CONDITIONS
Dated February 18, 2014

**WILLS BURKE KELSEY ASSOCIATES, LTD.
GENERAL TERMS AND CONDITIONS
MODIFIED FOR CITY OF AURORA, IL
FEBRUARY 18, 2014**

1. Relationship Between Engineer and Client: WILLS BURKE KELSEY ASSOCIATES, LTD. (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.