



# Local Public Agency Engineering Services Agreement

Using Federal Funds?  Yes  No

Agreement For  
Federal PE

Agreement Type  
Original

### LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number	Job Number
Aurora		DuPage	21-00342-00-BT	D-91-137-22
Project Number	Contact Name	Phone Number	Email	
T93K(058)	Alexander Nugent	(630) 256-3200	NugentA@aurora.il.us	

### SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Montgomery Road	FAU 3819	1.8 mile	N/A
Location Termini			Add Location
Middlebury Drive to IL Route 59			Remove Location

Project Description  
Phase II Engineering services for the extension of a multi-use path between the project limits described.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> MFT/TBP	<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Railroad Highway Safety Fudns
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> MFT/TBP	<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Other	Railroad Highway Safety Funds

### AGREEMENT FOR

Phase I - Preliminary Engineering  Phase II - Design Engineering

### CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email	
HR Green, Inc.	Mike Wittkop	(630) 708-5048	mwittkop@hrgreen.com	
Address	City	State	Zip Code	
2363 Sequoia Drive, Suite 101	Aurora	IL	60506	

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

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

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

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

## AGREEMENT EXHIBITS

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

- EXHIBIT 1: Scope of Services
- EXHIBIT 2: Project Schedule
- EXHIBIT 3: Qualification Based Selection (QBS) Checklist
- EXHIBIT 4: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514 )
- EXHIBIT 5: Subconsultant Services
- \_\_\_\_\_
- \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT 1 for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit 1 (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit 1 (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

### II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit 3 is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

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

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

Method of Compensation:

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

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,  
 DC is the total Direct Cost,  
 OH is the firm's overhead rate applied to their DL and  
 FF is the Fixed Fee.

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

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

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

### III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.  
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

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

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

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

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

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

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

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

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

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

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER and LPA agree to meet the PROJECT SCHEDULE outlined in EXHIBIT 2. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

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

**AGREEMENT SUMMARY**

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green, Inc.	42-0927178	\$197,855.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
V3 Companies	36-3252440	\$62,774.00
True North Consultants, Inc.	26-1702603	\$9,850.00
Santacruz Land Acquisitions	36-3851733	\$13,250.00
Subconsultant Total		\$85,874.00
Prime Consultant Total		\$197,855.00
Total for all work		\$283,729.00

**AGREEMENT SIGNATURES**

Executed by the LPA:

The  of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency  Local Public Agency Type  Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

4/30/2026

By (Signature & Date)

4/30/2026

Title

Title

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

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Aurora

HR Green, Inc.

DuPage

21-00342-00-BT

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

**EXHIBIT 1  
SCOPE OF SERVICES**



**EXHIBIT A**

**SCOPE OF SERVICES**

**For**

**Montgomery Road Multi-Use Path Extension  
Middlebury Drive to IL 59  
Phase II Engineering**

Alexander Nugent, PE  
Professional Engineer I  
City of Aurora  
Public Works - Engineering Division  
2185 Liberty Street  
Aurora, Illinois 60505  
Phone: 630.256.3200

Mike Wittkop, PE  
Project Manager  
HR Green, Inc.  
2363 Sequoia Drive | Suite 101  
Aurora, Illinois, 60506

HR Green Project Number: 210169.01

April 30, 2026



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THIS **AGREEMENT/SCOPE OF SERVICES** is between the CITY OF AURORA, ILLINOIS (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

## 1.0 Project Understanding

### 1.1 General Understanding

CLIENT has selected COMPANY to provide Phase II engineering services to extend the multi-use path along Montgomery Road, connecting an existing multi-use path near Middlebury Drive with IL 59. The Phase I engineering for the improvements was completed under two (2) separate projects. The project under section 21-00342-00-BT was performed by COMPANY and excluded improvements within the CN Railroad right-of-way. The project under 20-00322-00-FL was performed by V3 Companies and was for the multi-use path improvements within the CN Railroad right-of-way. CLIENT desires that these two (2) projects be consolidated into a single project for this Phase II engineering under section number 21-00342-00-BT. It is understood that the general scope of the improvements will be as documented in the IDOT approved Project Development Reports from section numbers 21-00342-00-BT and 20-00322-00-FL.

The Phase I engineering included ADA updates to facilitate the construction of a new path at the intersection of Montgomery Road and IL 59. There is an adjacent project on the April 24, 2026 IDOT letting (Contract 80B68) to resurface IL 59 from McCoy Drive to Artesian Road. CLIENT and IDOT have coordinated the projects and Contract 80B68 will include construction of the ADA facilities at the intersection of Montgomery Road and IL 59 to facilitate CLIENT's proposed path. As such the detailed design of these improvements are not included in this SCOPE OF SERVICES.

In general, this SCOPE OF SERVICES governs the Phase II engineering services to be completed by COMPANY for the implementation of the Montgomery Road Multi-Use Path Extension. These services include, but are not limited to, the following: data collection and review; surveying and right-of-way (ROW) services; permitting and environmental coordination; contract plans, specifications and estimates; meetings and coordination; quality assurance/quality control; and administration.

Since the project includes ITEP funding for construction and construction engineering, the Phase II engineering services will follow the applicable policies and procedures of the IDOT Bureau of Local Roads and Streets (BLRS) Manual. The Phase II engineering services will be funded by Federal, State, and local funds.

### 1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. Manual on Uniform Traffic Control Devices (MUTCD);
- B. IDOT District One Traffic Signal Design Guidelines;
- C. IDOT District One Traffic Signal Specifications;
- D. IDOT BLRS Manual;
- E. IDOT Standard Specifications for Road and Bridge Construction; and
- F. CLIENT Standard Specifications for Improvements.



## 2.0 Scope of Services

COMPANY is the prime consultant providing the Phase II engineering services to CLIENT for implementation of the Montgomery Road Multi-Use Path Extension project and, as such, all services described herein will be provided through COMPANY. Section 2.0 is narrated accordingly, though certain tasks may be performed by another or multiple members of the consultant team. The consultant team includes COMPANY, V3 Companies, True North Consultants, and Santacruz Land Acquisitions. Section 5.0 provides a listing of responsibilities for each firm.

CLIENT agrees to engage COMPANY to perform the following services:

### 2.1 Data Collection and Review

- A. During Phase I engineering existing utility information was obtained. Since that time there have been improvements and/or new utilities installed in the project corridor. COMPANY will coordinate with any utility companies found to have facilities located within the vicinity of the project limits. COMPANY will request from these utilities any available maps of existing facilities and place the information into a base map.
- B. COMPANY will compare existing utility information against the proposed design and evaluate for potential conflicts. COMPANY will develop a utility conflict matrix for tracking and coordinating necessary adjustments or relocation with the various utility companies.
- C. COMPANY will submit electronic copies of pre-final and final plans to utility companies.
- D. COMPANY will coordinate with utility companies regarding conflicts.

### 2.2 Survey and ROW Services

#### A. Supplemental Topographic Survey

Improvements have been made to the project corridor since the time of the original topographic survey. These improvements include the addition of a new rail line, updates to the railroad equipment and crossing, ADA improvements at the intersections of Montgomery Road with Commons Drive, Chicory Lane, and Meadowbrook Drive, and a new sign at the entrance to Calvary Church. In addition, IDOT's IL 59 project will be constructing the ADA ramps at IL 59 needed for CLIENT's multi-use path project. The topographic survey will include visible existing features pertaining to these recent improvements.

#### B. Topographic Survey Base Map

COMPANY will upgrade the previous MicroStation V8i SS4 drawing/base map and terrain model to ORD 2024 and include the supplemental survey described above according to IDOT standards. The topographic survey base map will show one (1) foot contour intervals and tags to existing visible utilities and features, where appropriate. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011). Elevations will be based upon NAVD88 or local benchmarks.

### C. Plat of Highways

COMPANY will prepare a Plat of Highways (POH) for one (1) parcel (PIN) that will be impacted by proposed ROW and easement acquisition. Legal descriptions of ROW and easement parcels will be provided. The POH and legal descriptions will follow IDOT Bureau of Land Acquisition and CLIENT standards. A survey of each parcel will be based upon a title commitment obtained by COMPANY. The POH will be submitted to CLIENT for review. Upon approval, COMPANY will provide one (1) mylar copy of the POH for signature and recording. After the POH is recorded, COMPANY will stake the proposed ROW as recorded with 5/8-inch steel bars or other suitable markers.

### D. ROW Acquisition

COMPANY will provide appraisals and negotiations for the acquisition of ROW and easements from one (1) parcel. Multiple, contiguous parcels with the same owner will be treated as one (1) parcel for the ROW acquisition purposes. Upon successful negotiations with the property owner, CLIENT will be provided with conveyance and title documents required to acquire the ROW and easements, along with the Negotiator's log documenting all negotiation activities.

## 2.3 Permitting and Environmental Coordination

Any updated environmental clearances required will be obtained under the new section number. The approach required to obtain environmental clearances for Phase II approval will be reviewed with IDOT during the kickoff meeting. This SCOPE OF SERVICES assumes an Addendum ESR (AESR) will be required to update the Phase I from Middlebury Drive to IL 59 (Section 21-00342-00-BT) to include the railroad crossing segment (Section 20-00332-00-FL).

### A. Addendum ESR

An AESR will be submitted to obtain an updated Natural Resource Review (NRR) that will cover the full Phase II project limits. The NRR's from the separate Phase I projects cleared biological resources and wetlands and are only valid for two (2) years. The NRR for section 21-00342-00-BT was issued April 14, 2025 and is still valid. The NRR for section 20-00322-00-FL was issued May 27, 2022 and requires updating. It is anticipated that the updated review will result in the same finding (no involvement). There are no structures (culverts or bridges) that require a Bridge/Structure Bat Assessment form to be completed. Cultural clearance has been obtained for each Phase I project, which is assumed to remain valid prior to letting. Alternatively, a revised cultural clearance may be required by IDOT if it is determined that the combining of the two (2) Phase I projects into one (1) Phase II project requires a cultural clearance specifically.

### B. PESA Revalidation

A local agency Preliminary Environmental Site Assessment (PESA) was completed for both Phase I projects. Both assessments are older than three (3) years and require revalidation. The IDOT BLR Manual states that after 180 days and up to three (3) years, an updated environmental database review and a site investigation are required. After three (3) years, a new PESA is required. COMPANY will combine the two (2) PESA documents and revalidate the assessments by ordering and reviewing an environmental database query and conducting a site reconnaissance. The remaining

PESA sections will be updated as necessary. It is anticipated that the PESA will remain valid throughout the Phase II and will not require a second revalidation prior to letting.

IDOT issued a “Risk Management Project” (RMP) memo dated February 2, 2023 for the State owned ROW along IL 59. It is anticipated that the RMP memo is valid indefinitely as there are no elements that would change with time.

#### C. PSI and LPC 663 Forms

The Phase I PESA documents both identified the pipeline and railroad corridors as Recognized Environmental Conditions (RECs). Based on the presence of the railroad and pipeline corridors reported in both PESA documents, a Preliminary Site Investigation (PSI) will be completed to address the RECs. The pipeline corridors will be sampled as part of the PSI.

Following the IDOT approach for the State owned ROW, the railroad ROW will be addressed as an RMP. It is anticipated that approximately 30 cubic yards will be excavated from the railroad ROW. The cost to manage the 30 cubic yards as Clean Construction and Demolition Debris (CCDD) exempt is likely less than the cost and effort required to access and sample the railroad ROW, including extra insurance, right-of-entry fees, and flagger requirements.

The PSI efforts will include sampling soil in the remainder of the corridor between Middlebury Drive and the IL 59 ROW. The sampling conducted for the RECs along with the samples from the remainder of the corridor will be used to develop the LPC-663 form to be used by the Contractor during construction. It is anticipated that only one (1) round of soil sampling will be conducted and the completed LPC-663 forms will remain valid at the time of project letting.

#### D. Aquatic Resources (Wetland) Permitting

The wetland delineation for section 21-00342-00-BT was conducted July 19, 2022 and issued in a report September 2022. Section 20-00322-00-FL was documented as having no wetlands within the project limits (April 27, 2022).

Based on professional judgement, the aquatic resources delineated in the corridor as part of the COMPANY Phase I were identified as isolated wetland ditches excavated in upland or incidental wetlands. No streams or other waters were observed in the project limits. Impacts to these aquatic resources are estimated to be 0.026 acres. Isolated wetlands and wetland ditches excavated are not regulated by the US Army Corps of Engineers (USACE). Therefore, a Section 404 Joint Application (also referred to as a Pre-Construction Notice) is not included in this SCOPE OF SERVICES.

The DuPage County Stormwater and Floodplain Ordinance also regulates wetlands (Article XI). Permitting is conducted through the County’s portal system and requires a pre-application meeting. A wetland delineation is required as part of the permitting process and the delineation must be conducted within the last two (2) years. As the delineation documents were both issued in 2022, an updated wetland delineation will be required. A wetland delineation will be conducted for the full project limits and include the railroad crossing. DuPage County will require a boundary verification conducted by County staff. This boundary verification will be used to determine if the County will take jurisdiction over the isolated wetland ditches. Fees required as part of the County’s permitting process have been included in the SCOPE OF SERVICES as direct costs.



E. Wetland Mitigation Credits

Wetland banking credit coordination will be completed. As per the NRR, there are nine (9) wetlands within the project limits. There will be impacts to three (3) wetlands totaling 0.026 acres. None of the sites has a native Floristic Quality Index or native Mean C value above 20 or 3.0, respectively.

Mitigation is required for the permanent impacts to the wetlands at a 1.5:1.0 ratio. The total mitigation required for impacts to wetlands is estimated to be 0.039 acres credits. Compensation for unavoidable adverse wetland impacts will be performed offsite within an USACE approved mitigation bank (potentially Blackberry Headwaters) within the Fox River watershed.

The availability of credits at the Blackberry Headwaters wetland mitigation bank referenced in the NRR will need to be verified, as banking credits in the Chicago area are very limited. The cost of the banking credits will also need to be determined but is not included in this SCOPE OF SERVICES budget. The wetland mitigation banking fees will be paid directly to the bank by CLIENT.

F. Soil Erosion and Sediment Control Plan Review

The Kane-DuPage Soil and Water Conservation District (KDSWCD) will review the Soil Erosion and Sediment Control (SESC) plans. The SESC plans will be developed as part of the Contract Plans task. Coordination with KDSWCD and the associated review and permitting fees are included with this task.

2.4 Contract Plans

COMPANY will develop one (1) set of contract plans for the proposed improvements defined in the IDOT approved Project Development Reports (PDRs). The plans will be submitted to CLIENT and IDOT District One for review and concurrence at the 90% (pre-final) and 100% (final) milestones. The following will be provided as part of the plans:

Item	No. of Sheets
Cover Sheet	1
Index of Sheets / List of Highway Standards	1
General Notes	1
Summary of Quantities	1
Typical Sections	4
Schedules of Quantities	2
Alignment, Ties, and Benchmarks	3
Removal Plans (dual pane 1"=20')	9
Roadway Plan and Profile (1"=20')	17
Soil Erosion and Sediment Control General Notes	1
Soil Erosion and Sediment Control Plans (dual pane 1"=20')	9
Soil Erosion and Sediment Control Details	1
ROW Sheets	1
Intersection Pavement Elevation Plans (1"=10')	1
Pavement Marking, Signing, and Landscape Plans (dual pane 1"=20')	9
Traffic Signal Plans and Details	8
Miscellaneous Details	2
Cross-Sections (Assume 190 cross sections at 5 per sheet)	38
<b>Total No. of Sheets (Contract Plans)</b>	<b>109</b>

## 2.5 Specifications and Estimates

- A. COMPANY will prepare the following specifications (as applicable) for inclusion in the contract documents and submit them to CLIENT and IDOT District One for review and concurrence at the 90% (pre-final) and 100% (final) milestones:
1. Supplemental Specifications and Recurring Special Provisions;
  2. Project Specific Special Provisions;
  3. IDOT BLR Special Provisions; and
  4. IDOT BDE Special Provisions.
- B. COMPANY will prepare an Engineer's Opinion of Probable Cost (EOPC) for the project and submit it to CLIENT and IDOT for review and concurrence at the 90% (pre-final) and 100% (final) milestones.
- C. COMPANY will prepare an Estimate of Time (EOT) needed for construction of the proposed improvements and submit it to CLIENT and IDOT for review and concurrence at the 90% (pre-final) and 100% (final) milestones.

## 2.6 Meetings and Coordination

COMPANY will attend the following meetings:

- A. One (1) coordination meeting with CLIENT; one (1) person (virtual format)
- B. One (1) IDOT kickoff meeting; one (1) person (virtual format)

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT, District One, and various stakeholders. This item includes, but is not limited to letters, telephone and email correspondence, and filing of information. This item also includes meeting preparation, composition of meeting minutes, and distribution of meeting minutes to attendees.

## 2.7 Railroad Design and Coordination

COMPANY will coordinate with the Illinois Commerce Commission (ICC) and CN Railroad to obtain necessary approvals for the improvements. COMPANY will attend up to two (2) meetings with CLIENT, ICC, and the CN; two (2) persons (virtual format).

COMPANY will develop plans and specifications related to the improvements within the railroad ROW in accordance with the ICC and CN standards and guidelines at the 90% (pre-final) and 100% (final) milestones.

## 2.8 Quality Assurance / Quality Control

Quality Assurance and Quality Control (QA/QC) will be conducted in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review, and verification. The QM also outlines internal processing, such as standardization, internal project audits, selection/rating of subconsultants, and monitoring of deliverables.

## 2.9 Administration

COMPANY will conduct general project administration throughout the duration of the project; including management and oversight of the project team; periodic review of project execution; documentation control; scope, schedule, and budget monitoring; billing; invoicing; contract file management; and preparation of monthly progress reports.



### **3.0 Deliverables and Schedules Included in this Agreement**

3.1 The following deliverables(s) will be generated for this project and are included in this SCOPE OF SERVICES:

- A. Utility Conflict Matrix;
- B. Title commitment, Plat of Highways, and Legal Descriptions for up to one (1) parcel;
- C. Conveyance/Title Documents and Negotiator's Log;
- D. SWPPP;
- E. KDSWCD oversight and permitting;
- F. AESR;
- G. One (1) PESA – Revalidation;
- H. PSI;
- I. LPC 663 form;
- J. Aquatic Resources (Wetland) field delineation and report;
- K. Wetland permit for DuPage County Stormwater and Floodplain Ordinance;
- L. Contract Plans;
- M. Specifications;
- N. EOPC; and
- O. EOT.

It is understood that all deliverables will be in electronic format and that no hard copies will be required. CLIENT will be invoiced for any additional hard copies required.

3.2 This SCOPE OF SERVICES is based upon an assumed project duration of 9 months, commencing with COMPANY's receipt of written Notice to Proceed from CLIENT. This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

### **4.0 Items not included in Agreement/Supplemental Services**

The following items are not included as part of this SCOPE OF SERVICES:

- A. Phase I document updates;
- B. Bathymetric survey;
- C. Field/drain tile survey;
- D. Plat of survey;
- E. Preliminary ROW/easement staking;
- F. Permit fees or additional insurance for railroad ROW or Enbridge pipeline corridor access;

- G. Railroad flagger fees;
- H. Geotechnical investigations and/or reports;
- I. Traffic counts and/or studies;
- J. ADA grading plans and/or details;
- K. Watermain design and/or plans;
- L. Sanitary sewer design and/or plans;
- M. Inlet spacing calculations;
- N. Hydraulic modeling for culverts, storm sewers, and/or ditches;
- O. Stormwater detention calculations and/or plans;
- P. Location Drainage Study;
- Q. IDNR-OWR oversight, permitting, and/or fees;
- R. Traffic noise and/or air quality analysis;
- S. Bat assessment and/or form preparation;
- T. USACE Section 404 coordination and/or permitting;
- U. Plant, animal, and/or habitat surveys for T&E species or other;
- V. Conservation plans or Incidental Take Authorizations (ITAs);
- W. Wetland bank mitigation credit fees;
- X. Plans, specifications, and estimates for multiple construction contracts;
- Y. Bid analysis and/or review;
- Z. IEPA Notice of Intent;
- AA. Construction layout and/or construction observation; and
- BB. Attendance at any meetings not specifically listed herein.

Supplemental services not included in the SCOPE OF SERVICES can be provided by COMPANY under a separate agreement, if desired.

## **5.0 Services by Others**

V3 Companies of Chicago, Illinois will provide the traffic signal design, plans, and specifications. Additionally, V3 Companies will provide railroad design, plans, specifications, and related coordination.

True North Consultants of Naperville, Illinois will provide soil collection, testing, and IEPA LPC-663 form for disposal of soil at CCDD facilities.

Santacruz Land Acquisitions of Northfield, Illinois will provide appraisals and negotiations for up to one (1) ROW and easement parcel.

## **6.0 Client Responsibilities**

CLIENT will furnish and/or facilitate the furnishing of any available existing plans and/or other reports relevant to the project.



## **7.0 Professional Services Fee**

### **7.1 Fees**

The fee for services will be based on COMPANY salaried hourly rates current at the time the AGREEMENT is signed. These salaried hourly rates are subject to change annually. Non-salary expenses directly attributable to the project such as: (i) living and traveling expenses of employees when away from the home office on business connected with the project; (ii) identifiable communication expenses; (iii) identifiable reproduction costs applicable to the work; and (iv) outside services will be charged in accordance with the rates current at the time the service is done.

### **7.2 Invoices**

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable within 45 days after approval by the City Council, and in accordance with the Illinois Prompt Payment Act.

### **7.3 Extra Services**

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of CLIENT.

### **7.4 Payment**

CLIENT AGREES to pay COMPANY on the following basis:  
Cost Plus Fixed Fee Not to Exceed, as detailed in Exhibit D.

## 8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

### 8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### 8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

### 8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

### 8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

### 8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

### 8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

### 8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for



services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's and CLIENT's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the Kane County Circuit Court.

8.13 Dispute Resolution

Prior to the commencement of any litigation arising from or related to this AGREEMENT, the CLIENT and COMPANY shall utilize their best efforts to promptly resolve any conflicts that arise during the design or construction of the project or following the completion of the project amicably and in good faith, which may include escalation to senior representatives of the PARTIES, or by mutual agreement, submission of the matter to non-binding mediation. The parties agree that this provision shall not apply in situations where a party's failure to promptly commence litigation on an otherwise judicable claim may result in law or equitable estoppel barring such claim.

8.14 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.15 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk and CLIENT agrees to waive all claims against COMPANY arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.16 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service.

8.17 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.18 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk and the CLIENT agrees to waive all claims against COMPANY arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.19 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise

as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees to waive all claims against COMPANY arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

#### 8.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to waive all claims against COMPANY arising out of or resulting from the same, except for those caused by the negligent acts, errors or omissions of the COMPANY. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

#### 8.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees it shall require its contractor to indemnify the CLIENT, COMPANY and COMPANY'S consultants and that they shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

#### 8.22 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Client agrees to waive all claims against COMPANY arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

#### 8.23 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

#### 8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### 8.25 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT waives all claims against COMPANY arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

#### 8.26 Municipal Advisor

COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

#### 8.27 Illinois Freedom of Information Act.

COMPANY acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	DuPage	21-00342-00-BT

**EXHIBIT 2  
PROJECT SCHEDULE**

**PROJECT SCHEDULE**

ROUTE: Montgomery Road  
 (FAU 3819)  
 SECTION: 21-00342-00-BT  
 CLIENT: City of Aurora  
 COUNTY: DuPage  
 HR GREEN JOB NO.: 210169.01  
 DATE: April 30, 2026

Tasks	2026								2027		
	May	June	July	August	September	October	November	December	January	February	March
Notice to Proceed	█										
Topographic Survey Pickups		█									
Plats and Legals		█	█	█	█						
Land Acquisition Appraisals & Negotiations					█	█	█	X ROW Cerified			
Railroad / ICC Coordination	█	█	█	█	█	█	█				
Pre-Final Plans, Spec, and Estimates	█	█	X July 17, 2026 Pre-Final								
IDOT Review				█	█						
Final Plans, Spec, and Estimates					█	X September 28, 2026 PS&E					
Letting									X January 15, 2027 Letting		

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	HR Green, Inc.	DuPage	21-00342-00-BT

**Exhibit 3  
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit 3. If the value meets or will exceed the small dollar threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The small dollar threshold is adjusted annually and can be found in IDOT Circular Letters. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

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

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

If yes, Due date of submittal: 08/06/21

Method(s) used for advertisement and dates of advertisement

Public notice was posted on the City's website on 7/6/2021.

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

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

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

Top three consultants ranked for this project in order

1	HR Green, Inc.
2	TranSystems
3	Baxter and Woodman

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

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

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HR Green, Inc.

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21-00342-00-BT

EXHIBIT 4  
COST ESTIMATE OF CONSULTANT SERVICES

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<b>Local Public Agency</b> City of Aurora	<b>County</b> DuPage	<b>Section Number</b> 21-00342-00-BT
<b>Prime Consultant (Firm) Name</b> HR Green, Inc.	<b>Prepared By</b> Mike Wittkop, P.E.	<b>Date</b> 4/30/2026
<b>Consultant / Subconsultant Name</b> HR Green, Inc.	<b>Job Number</b> D-91-137-22	

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

**Remarks**

Phase II engineering services for Montgomery Road multi-use path (Middlebury Drive to IL 59)

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	9	MONTHS	<b>OVERHEAD RATE</b>	183.31%
<b>START DATE</b>	5/8/2026		<b>COMPLEXITY FACTOR</b>	3.00%
<b>RAISE DATE</b>	4/1/2027		<b>% OF RAISE</b>	
<b>END DATE</b>	2/7/2027			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/8/2026	2/7/2027	9	100.00%

The total escalation = 0.00%





## Local Public Agency

City of Aurora

## County

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## Section Number

21-00342-00-BT

## Consultant / Subconsultant Name

HR Green, Inc.

## Job Number

D-91-137-22

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum	120	\$0.73	\$87.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost	1	\$16.00	\$16.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost	1	\$870.00	\$870.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
3D Laser Scanner for Survey	Actual Cost	1	\$500.00	\$500.00
Permit Fees	Actual Cost	1	\$6,500.00	\$6,500.00
Special Waste Database Review Fees	Actual Cost	1	\$750.00	\$750.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$8,723.00</b>



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**Consultant / Subconsultant Name**

HR Green, Inc.

**Job Number**

D-91-137-22

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

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			2.1 Data Collection and Review			2.2 Survey and ROW Services			2.3 Permitting and Env. Coord.			2.4 Contract Plans			2.5 Specifications and Estimates		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	90.00	20.0	1.86%	1.67															
Sr Project Manager	85.19	0.0																	
Sr Engineer	80.08	128.0	11.88%	9.52						104	41.94%	33.58							
Group Leader	82.65	2.0	0.19%	0.15				2	1.96%	1.62									
Lead Environmental Planner	66.17	50.0	4.64%	3.07						50	20.16%	13.34							
Staff Scientist II	34.54	48.0	4.46%	1.54						48	19.35%	6.69							
Project Manager	68.04	225.0	20.89%	14.21	32	45.71%	31.10	4	3.92%	2.67	28	11.29%	7.68	50	11.66%	7.93	34	41.46%	28.21
Staff Engineer I	37.62	0.0																	
Staff Engineer II	43.41	245.0	22.75%	9.88	30	42.86%	18.60						162	37.76%	16.39	40	48.78%	21.18	
Project Engineer I	50.70	0.0																	
Project Engineer II	54.33	0.0																	
Design Technician III	40.49	255.0	23.68%	9.59	8	11.43%	4.63	4	3.92%	1.59	18	7.26%	2.94	217	50.58%	20.48	8	9.76%	3.95
Project Land Surveyor II	64.30	64.0	5.94%	3.82				64	62.75%	40.35									
Staff Land Surveyor II	40.83	28.0	2.60%	1.06				28	27.45%	11.21									
Project Controls Analyst I	34.75	12.0	1.11%	0.39															
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
<b>TOTALS</b>		1077.0	100%	\$54.90	70.0	100.00%	\$54.34	102.0	100%	\$57.43	248.0	100%	\$64.23	429.0	100%	\$44.80	82.0	100%	\$53.34

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21-00342-00-BT

**Consultant / Subconsultant Name**

HR Green, Inc.

**Job Number**

D-91-137-22

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

SHEET  2  OF  2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	2.6 Meetings and Coordination			2.7 Railroad Design and Coordination			2.8 QA/QC			2.9 Administration								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Regional Director	90.00							16	40.00%	36.00	4	9.09%	8.18						
Sr Project Manager	85.19																		
Sr Engineer	80.08	8	17.39%	13.93				16	40.00%	32.03									
Group Leader	82.65																		
Lead Environmental Planner	66.17																		
Staff Scientist II	34.54																		
Project Manager	68.04	29	63.04%	42.89	12	75.00%	51.03	8	20.00%	13.61	28	63.64%	43.30						
Staff Engineer I	37.62																		
Staff Engineer II	43.41	9	19.57%	8.49	4	25.00%	10.85												
Project Engineer I	50.70																		
Project Engineer II	54.33																		
Design Technician III	40.49																		
Project Land Surveyor II	64.30																		
Staff Land Surveyor II	40.83																		
Project Controls Analyst I	34.75										12	27.27%	9.48						
<b>TOTALS</b>		46.0	100%	\$65.32	16.0	100%	\$61.88	40.0	100%	\$81.64	44.0	100%	\$60.96	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

Prime Consultant (Firm) Name

County

Section Number

Aurora

HR Green, Inc.

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21-00342-00-BT

EXHIBIT 5  
SUBCONSULTANT SERVICES

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## SCOPE OF SERVICES

### Traffic Signal Design and RxR Design and Coordination

Based on the approved Phase I PDR, it is anticipated that pedestrian upgrades will be required at the following signalized intersections. Temporary traffic signal plans are not anticipated at these intersections.

- Montgomery Road and Normantown Road
- Montgomery Road and Frontenac Street
- Montgomery Road and Meadowbrook Drive/White Eagle Drive
- Montgomery Road and IL 59

Traffic signal and pedestrian upgrades will be required at the following signalized intersection. It is anticipated that temporary traffic signal plans will be needed at this intersection.

- Montgomery Road and Frontenac Street

The proposed multi-use path will cross the existing CN railway right-of-way west of Normantown Road and will require pedestrian crossing devices meeting the CN requirements.

#### Task 1: Traffic Signal Design

1. Obtain all CADD files for the project performed by others.
2. Obtain the existing traffic signal plans from the City.
3. Construction plans and specifications for the traffic signal improvements will be prepared in accordance with the City of Aurora and IDOT standards and guidelines at pre-final (90%) and final (100%) stages. The plans and specifications will be prepared by or under the supervision of a licensed engineer in the state of Illinois. The plans will consist of the following sheets:
  - Temporary Traffic Signal Plan (Montgomery Road and Frontenac Street)
  - Temporary Traffic Signal Cable Plan (Montgomery Road and Frontenac Street)
  - Temporary Traffic Signal Interconnect Plans
  - Temporary Traffic Signal Interconnect Schematics
  - Traffic Signal Plans
  - Traffic Signal Cable Plans
  - City of Aurora Traffic Signal details
  - IDOT D1 Traffic Signal Details
4. Prepare quantity computations and engineer's opinion of probable construction costs for the traffic signal and pedestrian improvements at the pre-final (90%) and final (100%) stages. The computed quantities will serve as the basis for the Summary of Quantities sheet and the engineer's opinion of probable construction costs.
5. Specifications and special provisions will be prepared for the traffic signal and pedestrian improvements at the pre-final (90%) and final (100%) stages.
6. Plans, specifications, and estimates will be submitted to the City and IDOT for review at the pre-final (90%) and final (100%) stages. All documents will be revised based on comments received from reviewing agencies. A disposition of comments will be prepared with each resubmittal.
7. Attend two (2) meetings with the City and project team.

**Task 2: RxR Design and Coordination**

1. Construction plans and specifications for the railroad crossing will be prepared in accordance with the ICC and CN standards and guidelines at pre-final (90%) and final (100%) stages. The plans and specifications will be prepared by or under the supervision of a licensed engineer in the state of Illinois. The plans will consist of the following sheets:
  - Multi-use Trail RxR Crossing plan
  - RxR Device Details
2. Coordinate with the ICC and CN to obtain the necessary approvals for the improvements.
3. Attend two (2) meetings with the City, project team, ICC, and CN.



<b>Local Public Agency</b> City of Aurora	<b>County</b> DuPage	<b>Section Number</b> 21-00342-00-BT
<b>Prime Consultant (Firm) Name</b> HR Green	<b>Prepared By</b> V3	<b>Date</b> 4/30/2026
<b>Consultant / Subconsultant Name</b> V3 Companies	<b>Job Number</b> D-91-137-22	

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

**Remarks**

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	9	MONTHS	<b>OVERHEAD RATE</b>	165.00%
<b>START DATE</b>	5/8/2026		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	1/1/2027		<b>% OF RAISE</b>	3.00%
<b>END DATE</b>	2/7/2027			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/8/2026	1/1/2027	8	88.89%
1	1/2/2027	2/1/2027	1	11.44%

The total escalation = 0.33%





**Local Public Agency**

City of Aurora

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**Section Number**

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**Consultant / Subconsultant Name**

V3 Companies

**Job Number**

D-91-137-22

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Per Diem (per Federal GSA)	Up to federal maximum			\$0.00
Lodging (per Federal GSA)	Actual Cost (Up to Federal rate maximum)			\$0.00
Lodging Taxes and Fees (per Federal GSA)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per Federal GSA)	Up to Federal rate maximum			\$0.00
Vehicle Owned or Leased (no mileage charge allowed)	\$45.00/half day (4 hours or less) or \$90/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>



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**Consultant / Subconsultant Name**

V3 Companies

**Job Number**

D-91-137-22

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

SHEET  1  OF  1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Traffic Signal Design			RxR Design and Coordination											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Administration II	33.49	12.0	3.06%	1.03	8	3.48%	1.16	4	2.47%	0.83									
Design Technician III	44.44	128.0	32.65%	14.51	80	34.78%	15.46	48	29.63%	13.17									
Engineer III	54.50	140.0	35.71%	19.46	80	34.78%	18.96	60	37.04%	20.19									
Project Engineer II	55.80	76.0	19.39%	10.82	44	19.13%	10.67	32	19.75%	11.02									
Senior Project Manager - TD	86.23	36.0	9.18%	7.92	18	7.83%	6.75	18	11.11%	9.58									
		0.0																	
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<b>TOTALS</b>		392.0	100%	\$53.74	230.0	100.00%	\$53.00	162.0	100%	\$54.78	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

March 24, 2026

Sean LaDieu, P.E.  
HR Green, Inc  
2363 Sequoia Drive, Suite 101  
Aurora, Illinois 60506

**RE: Proposal – Preliminary Site Investigation  
Montgomery Road  
Middlebury Drive to Illinois Route 59  
Aurora, Illinois 60504  
TNC Proposal #P126-363**

Dear Mr. LaDieu,

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform a Preliminary Site Investigation (PSI) for the Montgomery Road multi-use path project along Montgomery Road from Middlebury Drive to Illinois Route 59, Aurora, Illinois (Site). The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

## **BACKGROUND**

A Preliminary Environmental Site Assessment (PESA) was prepared by others to identify *recognized environmental conditions* (RECs) associated with the project. The PESA executive summary will be provided to True North by the Client prior to commencement of work, and will be utilized in conjunction with current environmental database reports for the Potentially Impacted Property (*PIP*) evaluation per CCDD regulatory requirements. True North has conducted an environmental database review, utilizing Environmental Risk Information Services (ERIS) to develop the PSI sampling plan.

HR Green, Inc (HR Green) (Client) requested that True North provide a proposal to complete a PSI and CCDD evaluation for the above referenced project which includes the proposed new multi-use path construction along the subject roadway within existing dedicated right-of-way. The adjoining properties are primarily a mix of residential, agricultural, and commercial property uses for the length of the specified project area. This proposal is for the assessment of the ROW associated with the proposed multi-use path project.

Based on information provided by the Client, the Canadian National Railroad ROW is excluded from this PSI. Samples will not be collected in this area.

## **SCOPE OF SERVICES**

### ***Task 1: Preliminary Site Investigation***

True North has prepared a preliminary scope of work for the Preliminary Site Investigation based upon the ERIS review and typical CCDD facility acceptance criteria. All Site soil characterization activities will be performed by True North personnel in general conformance with standards and protocols set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, "Tiered Approach to Corrective Action Objectives (TACO)", United States Environmental Protection Agency (USEPA) SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", ASTM E1903-97 standard,



“Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards, 35 IAC 1100, “Clean Construction or Demolition Debris Fill Operations (CCDD),” IDOT’s Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, Special Waste Procedures, IDOT’s Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, and IDOT’s BDE manual.

True North has assumed soil borings will be advanced by hand auger. Proposed boring locations are based on True North’s environmental database review for CCDD evaluation. A public utility locate will be called in prior to sampling activities. True North will advance up to 16 soil borings within the proposed project area to depths of approximately four to six feet below grade based on True North’s understanding of the project. The soil borings will be completed at representative locations and depths within the proposed project area based on the ERIS and proposed improvements.

Soil will be continuously screened from grade to the end of borings for characterization in accordance with the Unified Soil Classification System (USCS). Representative soil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile compounds in the soil. All downhole equipment will be decontaminated between each probe point with distilled water and liqui-nox solution and a distilled water rinse.

The final boring locations will be chosen based upon the ERIS, the project scope of work, additional information received from the utility locations and any other additional information received prior to commencement of field activities. The PESA executive summary will be provided to True North by the Client, and will be utilized in conjunction with current environmental database reports for the Potentially Impacted Property (PIP) evaluation per CCDD regulatory requirements.

True North will collect one soil sample from each soil boring for laboratory analyses to determine if the soils are impacted above the Maximum Allowable Concentration (MAC) values as referenced in the CCDD regulations. Based on typical CCDD facility requirements and the noted RECs, samples will be collected for a combination of Volatile Organic Compounds (VOCs), Benzene, Ethylbenzene, Toluene and Total Xylenes (BETX), Methyl tert-Butyl Ether (MTBE), Semi-Volatile Organic Compounds (SVOCs), Polynuclear Aromatic Hydrocarbons (PNAs), RCRA Metals, and pH. The following table summarizes the PSI and CCDD characterization analytical parameters and the maximum number of samples included in the project costs:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Volatile Organic Compounds (VOCs)	5035/8260	Soil	6
Polychlorinated Biphenyls (PCBs)	8081	Soil	3
Semi-Volatile Organic Compounds (SVOCs)	8270	Soil	3
Pesticides	8081A	Soil	3



Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix	Number of Samples
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil	3
Resource Conservation Recovery Act (RCRA) Metals	6010B/7470/7470	Soil	6
Toxicity Characteristic Leaching Procedure (TCLP) RCRA Metals (if necessary)	1311/6010	Soil	6
pH	9045C	Soil	16

True North shall compile all field screening data and laboratory results in a Preliminary Site Investigation report format to document the investigation findings. The summary report shall include field sampling locations, analytical tables, laboratory data, and any pertinent historical and regulatory information used to formulate and support the investigation findings. Additionally, True North will prepare and execute an Illinois Environmental Protection Agency LPC-663 Form for soils that can be certified as uncontaminated and managed at a permitted CCDD facility. The PSI report and CCDD certification shall depict areas that cannot be certified based on the analytical data and/or field screening observations gathered during assessment activities. True North shall include the IDOT 669.05 Regulated Substance classification designations for identified soils and provide GPS coordinates of all sample locations. It is the responsibility of the Client to incorporate the soil sample locations and regulated substances areas on Client Plan Sheets. It is the responsibility of the Client to provide Stationing for the Regulated Substances Special Provisions.

## PROJECT COSTS

True North proposes to complete the stated scope of work in accordance with the attached General Terms & Conditions. Project Costs are included in the provided **Attachment A**. The estimated cost includes all professional labor, travel, materials, supplies, equipment, laboratory analytical fees and expenses as specified above.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Our Schedule of Terms and Conditions shall apply to the proposed work and is attached for your review. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

## SCHEDULE

True North can commence the PSI process upon written authorization to proceed. The soil sampling activities can be scheduled within approximately three weeks of authorization to proceed. True North has assumed one day of field work to complete sampling activities. Laboratory results will be available within two weeks of sampling activities unless an expedited timeframe, charged at an additional cost, is authorized by the Client. Additional laboratory analyses (i.e., TCLP analysis) may be requested dependent upon initial results for total concentrations. For scheduling purposes, the turn-around timeframe begins the day after on-site activities have been completed. True North will provide the PSI report along with the LPC-663 certification, if applicable, within three weeks of receiving all laboratory analytical data.



## LIMITATIONS & QUALIFICATIONS

- It is assumed for purposes of this estimate that access to the Site is available during normal working hours and that records relating to the properties are reasonably ascertainable. In addition, there are no encumbrances on the property that may limit observations or accessibility.
- True North has not included the cost of obtaining a Village permit for the project. True North assumed that all drilling activities will not require ROW permits from the Village, County or IDOT. In addition, True North has not included permit fees, private utility locate costs, or other fees that may pertain to the performance of work within this cost estimate. True North shall contact the Client to inform them and request payment of any fees that have been incurred outside the scope of this estimate.
- True North cannot guarantee that all permitted CCDD facilities will accept the proposed analytical sampling. Certain CCDD facilities may require additional soil analysis beyond the scope of this proposal. True North is not responsible for the costs to collect samples for additional analysis beyond this proposal. The Client or others shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.
- The scope of work does not include waste characterization analyses and/or waste profiling beyond the identified testing and reporting. The analytical does not include a determination for characteristic hazardous wastes which may be required for obtaining landfill acceptance for disposal at a non-CCDD facility (i.e., Subtitle D non-hazardous waste landfill).
- The Client will provide True North with existing utility plans and assist True North with ensuring all utility locations are complete prior to Site mobilization.
- This proposal does not include any additional work, inclusive of delineation sampling to define any areas exhibiting constituents above the MACs.
- This proposal is based on field work performed in Level D personal protection (i.e., steel-toed boots, hard hats, safety glasses, and gloves). True North will postpone field work and notify client immediately if field conditions warrant an increase in personal protection.
- The results reported and any opinions reached by True North are for the benefit of the Client and unless agreed to by True North in writing, are not to be disclosed to or relied upon by any other party. The results and opinions set forth by True North shall be valid from the date of the final report for a timeframe limited to that specified in the standard.
- True North shall include the IDOT 669.05 Regulated Substance classification designations for identified soils and provide the Client with GPS coordinates of all sample locations. It is the responsibility of the Client to incorporate the soil sample locations and regulated substances areas on Client Plan Sheets. It is the responsibility of the Client to provide Stationing for the Regulated Substances Special Provisions.
- This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.



## TERMS OF AGREEMENT

If this proposal meets with your approval, please sign Attachment A, and return it to our office via e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for environmental assessment consulting services. If you have any questions, please contact me at 630.717.2880.

Regards,

**TRUE NORTH CONSULTANTS**

Marjory Bredrup  
Principal Consultant

Attachments:   Project Costs and Authorization  
                      Proposed Sampling Plan  
                      General Terms & Conditions

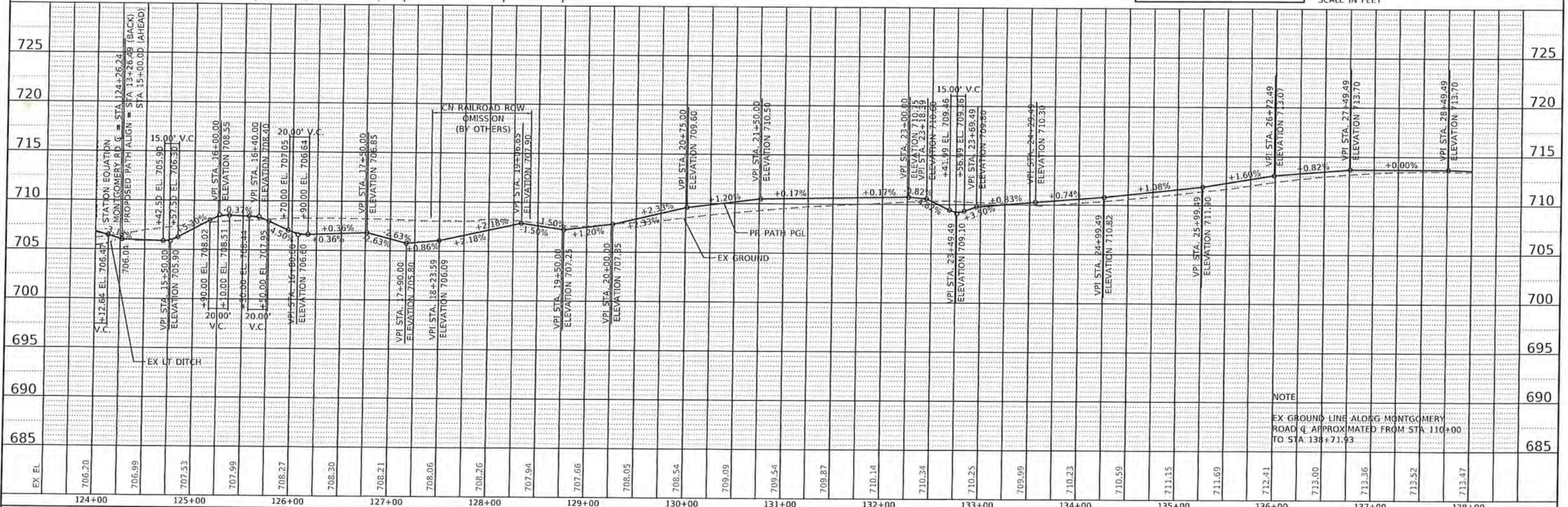
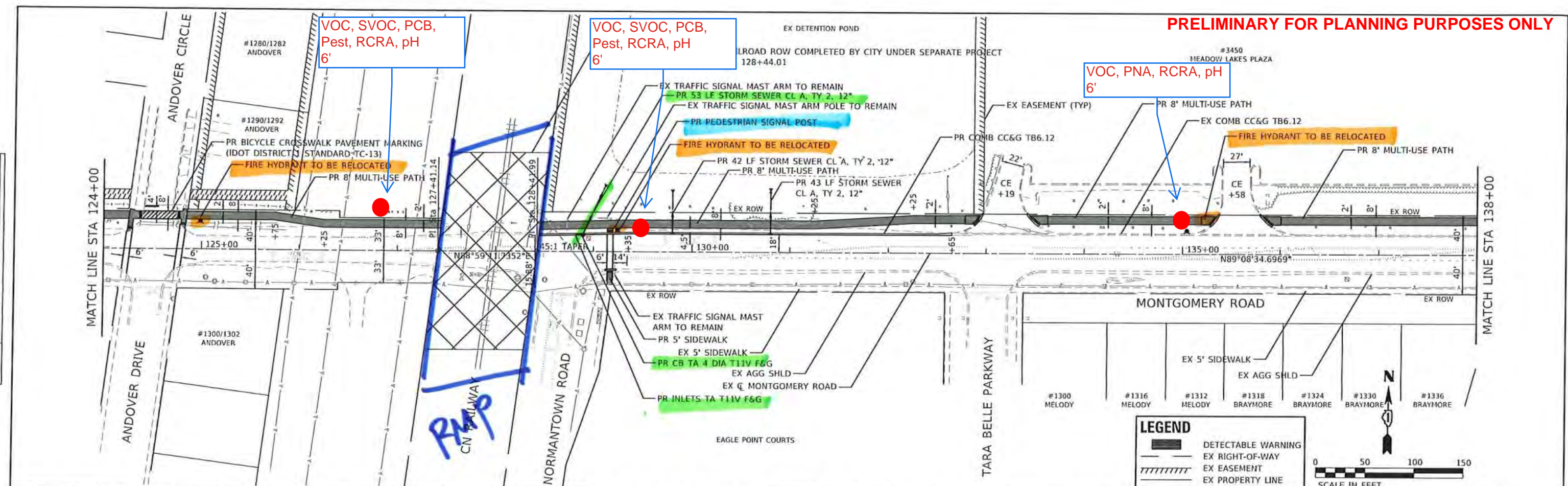




PRELIMINARY FOR PLANNING PURPOSES ONLY

PLAN	SURVEYED	DATE
	NOTED	
	ALIGNED	
	CHECKED	
	BY	
	NO.	

PROFILE	SURVEYED	DATE
	NOTED	
	ALIGNED	
	CHECKED	
	BY	
	NO.	



HRG PROJECT NO. 210693  
 FILED CONTACT  
 FILED DATE: 2/19/2023  
 PLOT DATE: 2/19/2023  
 PEN: TABLE: 10/10/2023

HRGreen.com  
 HRGreen Professional Design Firm  
 #184-001322

USER NAME: mwbksp  
 DESIGNED: MJW  
 DRAWN: AJM  
 CHECKED: MJW  
 PLOT DATE: 4/7/2025

REVISIONS:  
 REVISION NO. 1: DATE 2/19/2023  
 REVISION NO. 2: DATE 2/19/2023  
 REVISION NO. 3: DATE 2/19/2023

STATE OF ILLINOIS  
 DEPARTMENT OF TRANSPORTATION

ROADWAY PLAN AND PROFILE  
 MONTGOMERY ROAD MULTI-USE PATH

SCALE: 1" = 50'  
 SHEET 2 OF 7 SHEETS  
 STA. 124+00 TO STA. 138+00

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
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CONTRACT NO.				

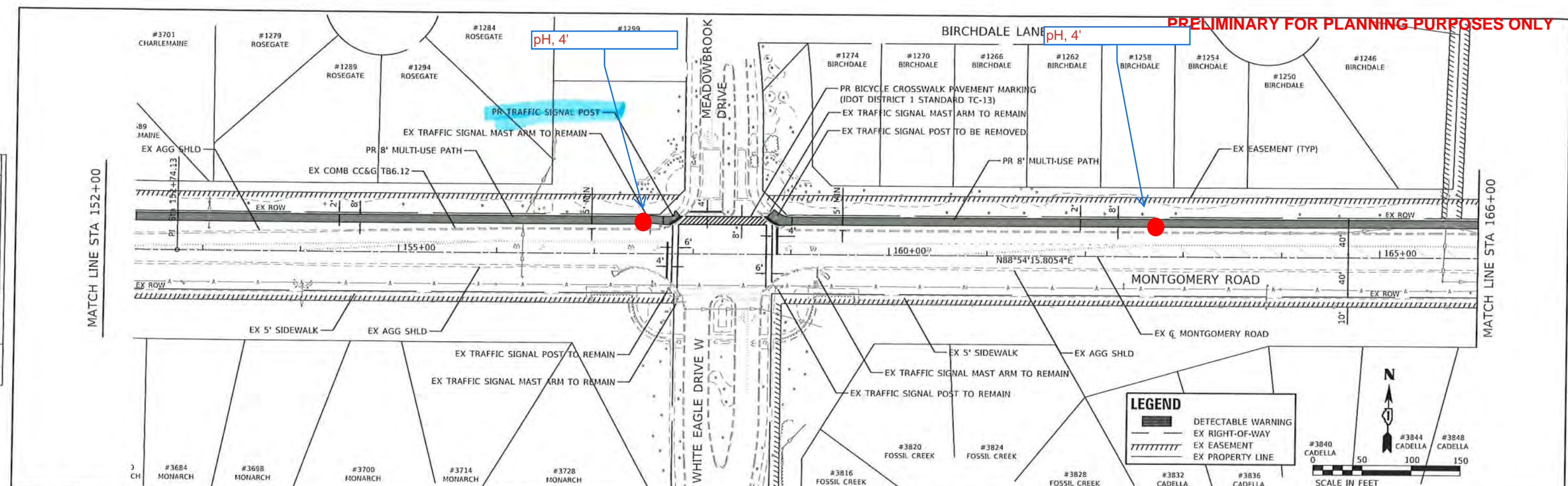


PRELIMINARY FOR PLANNING PURPOSES ONLY

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BY	
REVISIONS	
NO.	
DESCRIPTION	

PROFILE	DATE
BY	
REVISIONS	
NO.	
DESCRIPTION	

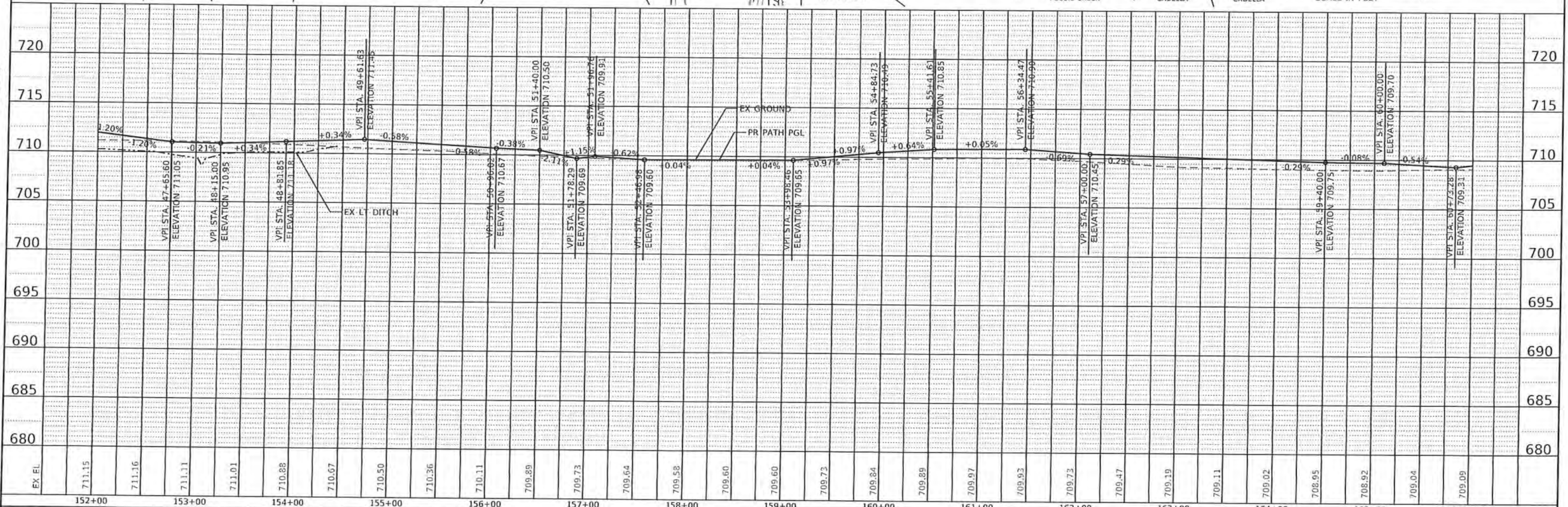
PROJECT NO. 20063  
 FILE CONTACT  
 FILE NO. 21-00342-00-BT  
 PLOT DRIVER: hrc\_dwgplotter  
 PEN TABLE: hrc.pen



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- [Symbol] EX RIGHT-OF-WAY
- [Symbol] EX EASEMENT
- [Symbol] EX PROPERTY LINE

Scale: 0 50 100 150  
SCALE IN FEET



	USER NAME: mwhitkop DESIGNED: MJW DRAWN: AIM CHECKED: MJW PLOT DATE: 4/7/2025	REVISED: - REVISED: - REVISED: - REVISED: -	<b>STATE OF ILLINOIS</b> <b>DEPARTMENT OF TRANSPORTATION</b>	<b>ROADWAY PLAN AND PROFILE</b> <b>MONTGOMERY ROAD MULTI-USE PATH</b>		F.A.U. RTE. 3819 SECTION 21-00342-00-BT	COUNTY DUPAGE	TOTAL SHEETS 7 SHEET NO. 4
	SCALE: 1" = 50' SHEET 4 OF 7 SHEETS STA. 152+00 TO STA. 166+00	CONTRACT NO.		ILLINOIS FED. AID PROJECT				



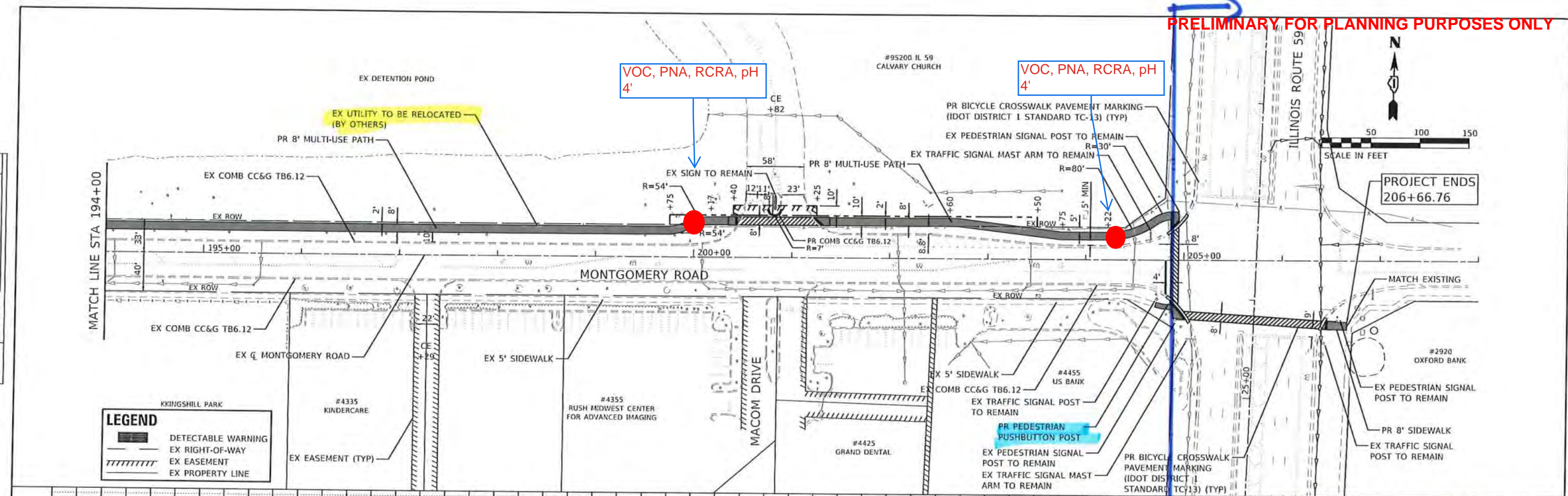


PRELIMINARY FOR PLANNING PURPOSES ONLY

PLAN	SURVEYED	DATE
	PLOTTED	
	NOTED	
	BY	
	NO.	
	FILE NAME	

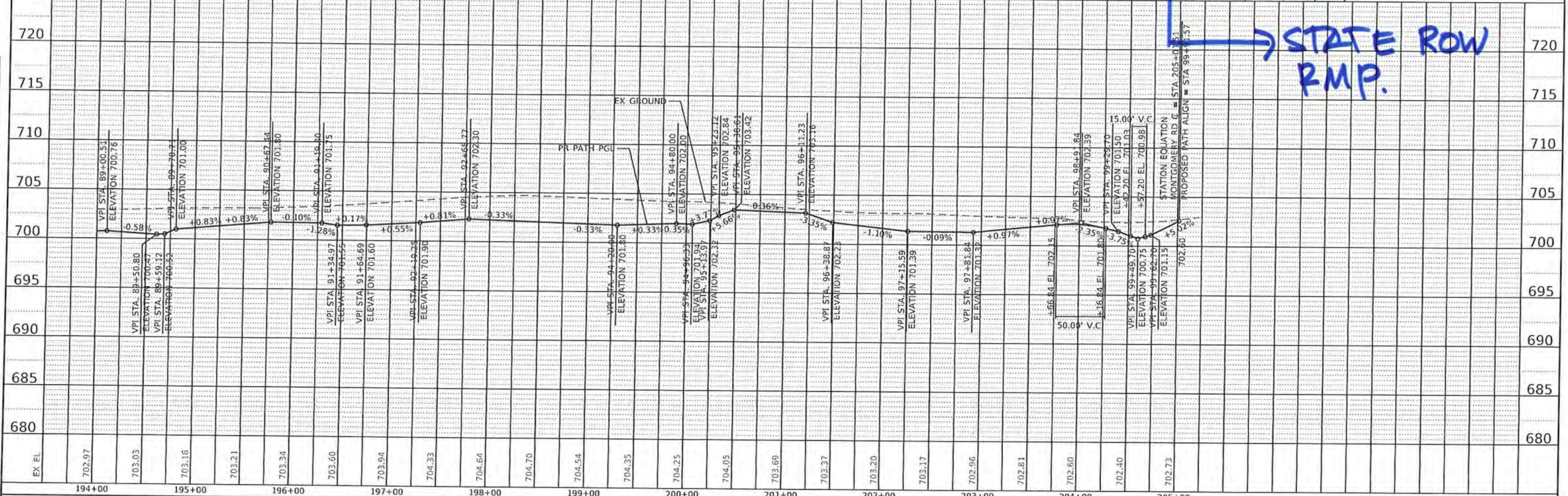
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	PLOTTED	
	NOTED	
	BY	
	NO.	
	FILE NAME	

HRG PROJECT NO. 20069  
 HRG PROJ. CONTACT  
 PLOT DATE: 2023-04-19  
 PEN TABLE INFORMATION



**LEGEND**

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[Symbol]	EX EASEMENT
[Symbol]	EX PROPERTY LINE



STATE ROW  
R.M.P.

HRGreen.com 164-001322	USER NAME: maktop DESIGNED: MJW DRAWN: AIM CHECKED: MJW DATE: 2/19/2023	REVISED: - REVISED: - REVISED: - REVISED: -	<b>STATE OF ILLINOIS</b> <b>DEPARTMENT OF TRANSPORTATION</b>		<b>ROADWAY PLAN AND PROFILE</b> <b>MONTGOMERY ROAD MULTI-USE PATH</b>		F.A.U. R.T.E.: 3819 SECTION: 21-00342-00-BT COUNTY: DUPAGE CONTRACT NO.:	TOTAL SHEETS: 7 SHEET NO.: 7
	PLOT SCALE: 1" = 50' PLOT DATE: 4/7/2025	SCALE: 1" = 50' SHEET 7 OF 7 SHEETS STA. 194+00 TO STA. 208+00		ILLINOIS FED. AID PROJECT				



222 Northfield Road · Suite 201· Northfield, IL 60093  
Telephone: 847.251.5800 | Facsimile: 847.868.9620  
[www.santacruz-associates.com](http://www.santacruz-associates.com)

*Providing Right-of-Way Acquisition services since 1992*

## **PROPOSAL FOR LAND ACQUISITION SERVICES**

### **Montgomery Road Multi-Use Path HR Green for the benefit of The City of Aurora**

**Santacruz Land Acquisitions** specializes in negotiating and acquiring parcels of land for right-of-way use by governmental bodies in roadway construction and other public infrastructure projects. Founded in 1992, we have been helping our clients acquire right-of-way on budget and in a timely manner to keep their projects on schedule. We have worked extensively with the Illinois Department of Transportation (IDOT), the Illinois State Toll Highway Authority (ISTHA), Cook County, Lake County, Will County and other local municipalities in facilitating property owners through the acquisition process with great success.

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the The City of Aurora, the Local Public Agency (“LPA”) the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- Deliver the right of way on-time to meet the letting.
- Manage the acquisition risks, including the cost of condemnation litigation.
- Compliance with land acquisition policies and procedures and FWA policies that affect the certification and funding of your project.

Santacruz Land Acquisitions (“Santacruz”) will work with the staff for the LPA and/or, HR Green, Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of the Montgomery Road Multi-Use Path (the “Project”) to assure that the goals are met.

*Santacruz Land Acquisitions is certified as a Disadvantaged Business Enterprise (DBE) by the State of Illinois, Department of Transportation and a Minority Business Enterprise (MBE) with the City of Chicago and Cook County.*

### **COMPENSATION**

Santacruz shall be entitled to compensation, based on **one (1)** projected parcels of right-of-way, on a per parcel basis, as follows:

<b>APPRAISALS:</b>	<b>\$4,500.00</b>
<b>REVIEW APPRAISALS:</b>	<b>\$2,250.00</b>
<b>NEGOTIATIONS:</b>	<b>\$4,500.00</b>

In fulfillment of its project management responsibilities, Santacruz will attend and/or participate in meetings and conference calls for consultations on the project. This will include, without limitation, kick-off meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

### **DIRECT EXPENSES RELATED TO LAND ACQUISITION**

LPA or Consultant, as the case may be, shall be responsible for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee

processing fees (“Direct Billable Expenses”). If requested by LPA, Santacruz shall pay all Direct Billable Expenses and invoice LPA or Consultant for said Direct Billable Expenses. Santacruz shall be entitled to additional compensation in the amount of said Direct Billable Expenses pursuant to a separate work order issued by LPA or Consultant.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$12,250.00** as follows:

<b>Land Acquisition Services</b>	<b>\$11,250.00</b>
<b>Project Management Services</b>	<b>\$1,000.00</b>

**OPTIONAL COVERAGE OF DIRECT EXPENSES**

In the alternative, Santacruz shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender’s fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz shall include **\$1,000.00** per parcel towards the payment of these charges. Santacruz shall pay any such fees and charges in excess of the **\$1,000.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, with the Optional Coverage of Direct Expenses, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$13,250.00** as follows:

<b>Land Acquisition Services</b>	<b>\$11,250.00</b>
<b>Project Management Services</b>	<b>\$1,000.00</b>
<b>Estimated Direct Billable Expenses</b>	<b>\$1,000.00</b>

**The pricing on this proposal shall be good for twelve months from the date of this proposal: January 14, 2026.**

*See attached for Scope of Services and Team resumes.*

We look forward to the opportunity of serving you on this project. If you have any questions, do not hesitate to contact Javier Steve Santacruz at 847-868-9620 or via email at [javier@santacruz-associates.com](mailto:javier@santacruz-associates.com).

Sincerely,



Javier Steve Santacruz

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2026  
HR Green

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

**PRICING SCHEDULE**

**Appraisal Services (per parcel)**

Appraisals	\$4,500.00
Revision to appraisal due to change in ROW or plans <sup>1</sup>	\$2,250.00 - \$4,500.00

**Review Appraisal Services (per parcel)**

Review Appraisals	\$2,250.00
Revision to review appraisal due to change in ROW or plans <sup>1</sup>	\$1,125.00 - \$2,250.00

**Negotiation Services (per parcel)**

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$4,500.00
Additional negotiations due to change in ownership or plans <sup>1</sup>	\$2,250.00 - \$4,500.00

**Witness Services (if applicable)**

Rate for each ½ day in pretrial conference or in court for Negotiator <sup>1</sup>	\$1,000.00
Rate for each ½ day in pretrial conference or in court for Appraiser <sup>1</sup>	\$1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00

**Title Services (if applicable)**

Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00

**OPTIONAL SERVICE: Valuation Assistance for ROW Joint Agreement (per parcel)**

Valuation estimate	\$200.00
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<sup>1</sup> Requires supplemental work order.

## LAND ACQUISITION SCOPE OF SERVICES

Santacruz Land Acquisitions (“Santacruz”) shall provide Right-of-Way Acquisition Services as follows:

- Project Management
- Appraisals and review appraisals
- Negotiations

All services shall be performed at the direction of the County and in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) (“Eminent Domain Act”), and the Illinois Code of Civil Procedure (“Code of Civil Procedure”).

- **Notice to Proceed.** Our services start after authorization to proceed from LPA and IDOT (as necessary).
- **Kick-off Meeting.** Santacruz will meet with LPA and Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.
- **Delivery and Review of Project Information.** LPA or Consultant will provide Santacruz with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, LPA or Consultant will also provide Santacruz with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.
- **Introductory Notice to Owners.** The appraiser will notify the property owner of the proposed taking and will invite the property owner to be present during the inspection by the appraiser.
- **Appraisal.** The appraiser shall make a detailed inspection of the properties and make such investigations and studies as are consistent with industry standard and necessary to derive sound conclusions for the preparation of appraisal reports. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Review Appraisal.** All appraisals will be reviewed by the review appraiser assuring that all items affecting the value of the property have been considered in the appraisal. As necessitated by a change of ownership, a revision to the right of way or for condemnation purposes, Santacruz will furnish and deliver updated or revised appraisals pursuant to a separate or supplemental work order.
- **Negotiation and Acquisition.** Santacruz shall commence negotiations after approval by LPA of the appraisals and the amount of just compensation to be offered to the property owner.
  - Before contacting the property owner, Santacruz will prepare and send the introductory letter to the property owner on the LPA’s letterhead.
  - Santacruz will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.
  - Santacruz will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.
  - Santacruz will not have any authority to determine administrative settlements. Santacruz will consult with LPA for approval of any counter offers and upon acceptance by LPA of any such counter-offer, Santacruz will prepare the necessary documentation for administrative settlement.
  - Santacruz will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for LPA.

- If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz will immediately notify LPA and Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, Santacruz will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz.
- Upon successful negotiations with the property owner, Santacruz will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. Santacruz will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by LPA and IDOT (if applicable).
- **Project Management.** Santacruz shall appoint a Project Manager for this project. The Project Manager will provide proposed project time-line with milestones on delivery. The Project Manager will coordinate all deliverables, keep project on schedule and maintain the channels of communication with the LPA. The Project Manager will attend project kick-off meetings and project status meetings. In addition, when needed, the Project Manager will review construction plans and provide comments. The Project Manager shall provide QA/QC oversight for this contract. In addition to monthly status reports prepared for our clients in which we review the progress of each parcel, Santacruz meets on a bi-weekly basis with its production team to assure that projects are on schedule and proceeding to letting.

The paralegal team at Santacruz reviews every title commitment to alert the negotiator of title concerns and to prepare for title clearance. Also, all conveyance documents prepared by the paralegals are reviewed by the head paralegal and/or the negotiator. Finally, all final packages of settled or condemned parcels are compiled using QA/QC checklist and reviewed by the Project Manager to assure proper completion.

- **Condemnation Support.** Santacruz understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In the event, after making every reasonable effort to contact and negotiate with a property owner, Santacruz is unable to obtain a settlement for the acquisition of the right-of-way, Santacruz shall refer the parcel to the LPA for acquisition by condemnation.

In such case, at the request of LPA or its trial counsel, the Appraiser assigned to appraise the parcel shall make any such appearances or complete such preparation work in order to assist with this process. In addition, at the request of LPA or its trial counsel, the Negotiator assigned to negotiate the parcel shall make any such appearances or complete such preparation work in order to assist with this process. Such requests for trial appearances or condemnation support will be pursuant to a separate or supplemental work order.

## **THE TEAM**

### ***Javier Steve Santacruz – President and Project Manager***

Javier has more than 25 years of experience in providing right-of-way services for a variety of governmental agencies. He has assisted on planning of right-of-way during plan development stages, as well as worked as a right-of-way agent in the acquisition and facilitation of right-of-way necessary for the completion of a project. He has extensive experience working with the Illinois Department of Transportation and the Illinois State Toll Highway Authority gaining a thorough understanding of the policies and procedures of those agencies in meeting their right-of-way requirements. Javier has his B.S. in Accounting and a Juris Doctorate from DePaul University.

### ***Jonathan Abplanalp – Vice President and Negotiator***

Jonathan graduated from the University of Illinois with a B.S. in Architectural Studies. He has been with Santacruz since 2011 and has experience in all aspects of the land acquisition process. He is approved by IDOT – District 1 as a fee negotiator.

### ***Dylan Santacruz – Vice President and Negotiator***

Dylan graduated cum laude from Miami University in Oxford, OH where he obtained a B.S. in Business Analytics. He joined Santacruz in 2021. He is approved by IDOT – District 1 as a fee negotiator.

***Agafya Gerovoy – Real Estate Paralegal***

Agafya has been with Santacruz since 2017 and is realtor with extensive experience in real estate and right-of-way transactions.