



Using Federal Funds? ☒ Yes ☐ No Agreement For
Federal PE

Agreement Type
Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
City of Aurora	DuPage	20-00332-00-FL	P-91-042-20
Project Number	Contact Name	Phone Number	Email
YDGE(720)	Robert Greene	(630) 256-3200	GreeneR@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Montgomery Road	Off-System	0.03 mi	N/A
Location Termini			Add Location
At the Wisconsin Central Limited Railroad Track Crossing 260562L			Remove Location

Project Description

The proposed improvements include building an 8-foot wide asphalt path on the north side of Montgomery Road across the railroad tracks in the CN right-of-way and installing pedestrian railroad gates and circuitry and constant warning time track sensors.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
V3 Companies, Ltd.	Mike Rechtorik	(630) 729-6193	mrechtorik@v3co.com
Address		City	State Zip Code
7325 Janes Avenue		Woodridge	IL 60517

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA 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 A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and 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 A (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 Exhibit C).

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 D 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.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CRF part 172). Exhibit C is required to be completed with this agreement.

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring int he 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, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future 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	TIN/FEIN/SS Number	Agreement Amount
V3 Companies, Ltd.	36-3252440	\$39,154.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	\$39,154.00
	Total for all work	\$39,154.00
Add Subconsultants		


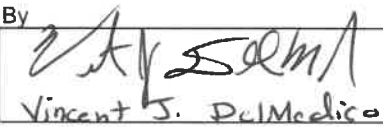
AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type		Name of Local Public Agency	
Attest:	The City	of	Aurora
By		Date	
Name of Local Public Agency		Local Public Agency Type	Title
Aurora		City	
		Clerk	

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name	
Attest:	V3 Companies, Ltd.
By	Date
	10/4/21
Title	
Senior Project Manager	
By	Date
 Vincent J. DeMedico	10/4/21
Title	
Vice President	

Local Public Agency	County	Section Number
City of Aurora	DuPage	20-00332-00-FL

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

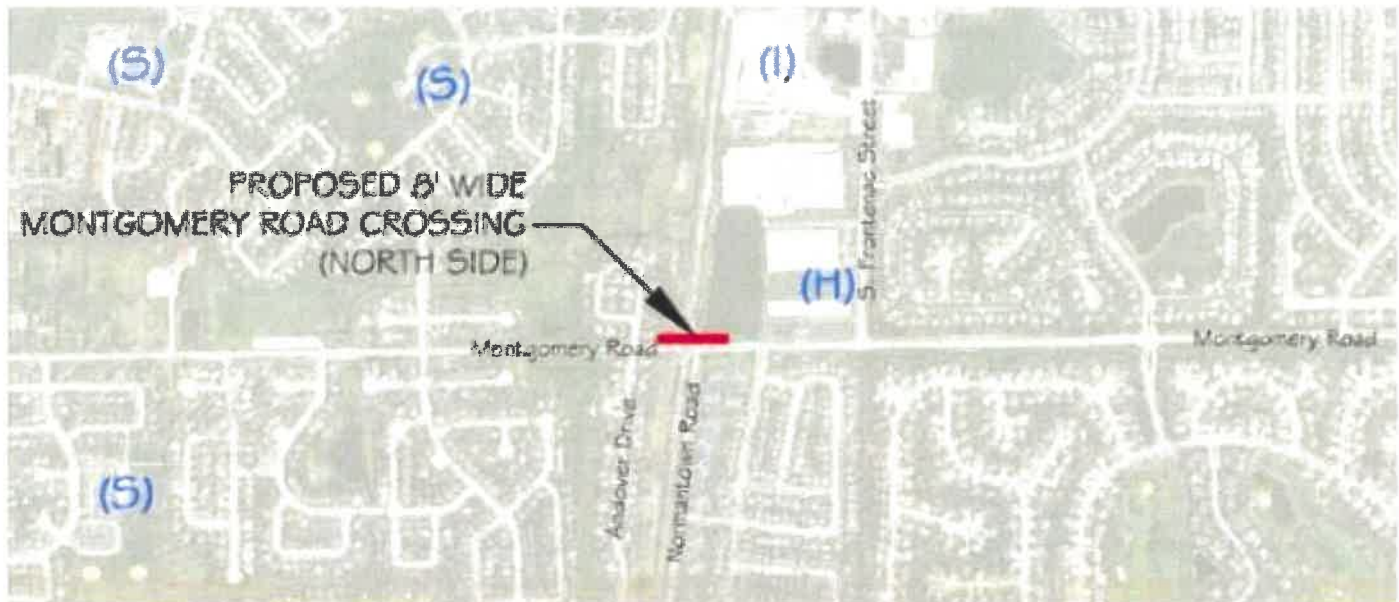
To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached pages.



PROJECT DESCRIPTION

The project, as shown below, is located on Montgomery Road at the Railroad right-of-way (Canadian National Railway - CN) in the City of Aurora. Montgomery Road is a 2-lane section through the railroad tracks. Currently, there are no sidewalks or bike paths on Montgomery Road within the project limits except for a concrete sidewalk stub on the southwest corner of the Montgomery Road and Normantown Road intersection. The CN currently has one north-south track and the crossing is equipped with warning devices (mast mounted flashers, gates, crossbucks, bells, advance warning signs, and pavement markings). The existing circuitry are the traffic signal-RR interconnect with motion track sensors.



The proposed improvements include building an 8-foot-wide asphalt path on the north side of Montgomery Road across the railroad tracks in the CN right-of-way. Currently, there are no safety crossing facilities provided for either pedestrians or bicyclists. Additional improvements include installing pedestrian railroad gates and circuitry and constant warning time (CWT) track sensors. Continuing the 8-foot-wide asphalt path to the east and west of the CN right-of-way will be part of a separate City project(s). The level of public involvement will be determined by IDOT, FHWA, and the ICC. The City will be responsible for all public involvement. It is not anticipated that this project will require ecological, floodway/floodplain, hydraulic, drainage, noise, and geotechnical services.

The project will be funded with FY 2019 Federal Local Rail-Highway Crossing Safety Program funds. The Phase I process will follow IDOT requirements for Federal Aid processing.

PHASE I ENGINEERING – SCOPE OF WORK

1) Data Collection and Review

- Obtain, review, and analyze available data from the City including, but not limited to:
 - Traffic data
 - Crash data (latest 5 years)
 - Soils



- Geological information
- Existing R.O.W. boundaries and limits
- Utility plans
- Mosaics
 - Provide an aerial photograph of the project area from the most recent aerial photo database. The aerial will be utilized for the preliminary plan and profile sheets, report exhibits, and presentations.

2) Topographic Survey

Perform a full topographic survey and detailed right-of-way survey for the project area (a maximum of 250' along Montgomery Road from right-of-way to right-of-way plus 25' and a maximum of 150' along the tracks). The survey shall include the following:

- Obtain existing utility information from the City and utility companies that have facilities within the area.
- Record a minimum of two permanent benchmarks at the site.
- Prepare a contour survey from field spot elevations with 1-foot contour intervals.
- Spot elevations obtained in the field will be of sufficient quantity to generate a contour survey, which properly represents the ground surface. Additional elevations will be indicated on the survey as required to establish accurate profiles (including all changes or breaks in grade) and cross-sections.
- Spot elevations will be shown to the nearest 0.01 foot on all "hard surfaces" and utility structures. Spot elevations in unpaved areas such as grass and dirt shall be accurate to the nearest 0.1 foot.
- Pavement types such as concrete, asphaltic concrete, gravel, etc. will be indicated.
- Cross-sections shall be collected every 25 feet as well as locations that include driveways, side streets and critical drainage and grading areas.
- Locate all property corners within the project area.
- Obtain property title information (title search) to determine existing right-of-way and easements.

3) Environmental Survey Request

- Prepare and submit the Environmental Survey Request (ESR) form to IDOT following the ESR Guidelines provided by IDOT, which will include the following applicable exhibits:
 - Location Map
 - Aerials exhibits or CADD drawings with anticipated proposed right-of-way
 - NWI Maps
- Coordinate with IDOT staff and provide additional information as required. The IDOT Central Office will perform the necessary coordination with the involved environmental and cultural agencies and provide the appropriate results to obtain an inventory of the affected environment and identify any potential issues that the project may need to address as part of required environmental studies.

4) Special Waste Studies

- Conduct a Level I and Level II screening to determine if a Preliminary Environmental Site Assessment (PESA) is warranted for the project. The initial evaluation of the project indicates a PESA will be required.
- Conduct a PESA for the project in accordance with Section 20-12.04 of the IDOT Bureau of Local Roads & Streets Manual, Section 27-3.03(a) of the IDOT Bureau of Design and Environment Manual, and the ISGS Manual for Conducting Preliminary Site Assessments for Illinois Department of Transportation Infrastructure Projects. The PESA will include the following tasks.
 - Provide a general description of the geology, hydrogeology, topography, soils, natural features and hazards pertaining to the project limits.



- Review reasonably ascertainable regulatory information published by federal, state, local, tribal, health, and/or environmental agencies pertaining to the project limits.
- Review historical data sources for the project limits, including aerial photographs, topographic maps, fire insurance maps, city directories, and other readily available data.
- Conduct a reconnaissance/visual inspection of properties adjacent to the project with a focus on indications of hazardous substances, petroleum products, polychlorinated biphenyls (PCBs), wells, storage tanks, solid waste disposal pits and sumps, and utilities.
- Evaluate and identify any Recognized Environmental Concerns (RECs) within or adjacent to the project ROW.
- Prepare a written report of the PESA detailing the findings and conclusions.

5) Geometric Studies

- Plan and profile studies
 - Prepare path alignment plan on the north side of Montgomery Road
 - Prepare path profile maintaining existing railroad track grade
- Cross-section studies
 - Prepare cross-sections at every 25 feet
 - Prepare typical cross sections for existing conditions and proposed conditions.
- Plan exhibits
 - Prepare a plan exhibit on an aerial photo that shows the proposed path improvement and include all right-of-way (existing and proposed) and permanent and temporary construction easements.

6) Crash Analysis

- Review crash data and tabulate (for five years of data) along the route
- Document analysis
- Prepare crash exhibits

7) Construction Cost Estimate

- Prepare a preliminary engineer's opinion of probable construction costs (EOPCC) of the proposed improvements utilizing IDOT pay items and other available resources.

8) Project Development Report

- Prepare a Project Development Report (PDR) for a Group I Categorical Exclusion (BLR 22211). The report required for the project was determined by IDOT during the Phase I kick-off meeting. Exhibits that will be prepared for the project report will include the following as applicable:
 - Location Map
 - Existing and Proposed Typical Sections
 - Railroad Crossing Drawing
 - Collision Diagram
 - Plan and Profile Sheet
 - ADA Details
 - Cross Sections
 - Estimate of Probable Construction Cost
- Two submittals of the report will be made to the City and IDOT (preliminary and final). A disposition of comments will be included with each submittal.



9) Meetings and Coordination

- The following meetings are anticipated with the project:
 - Kick-off Meeting – City/IDOT (1)
 - FHWA Coordination Meeting – FHWA/IDOT (2)
 - ICC Meeting/Hearings (2)
- Meeting minutes will be taken and sent out within 5 business days of the meeting.
- Each utility owner will be sent a set of preliminary plans to verify the locations of their facilities. The utility locations will be shown on the plans and any potential conflicts noted. Provide any follow up coordination with each utility owner.
- Coordinate with the ICC/CN regarding the project requirements including:
 - Providing any analyses/documentation required for the Constant Warning Time track sensors.
 - Right-of-entry, flagging request, and scheduling of field work on the CN right-of-way.
 - Assisting the City with project agreements or ICC application.
- Any required permitting that may be needed for the project during the Phase II design process will be identified.

10) Quality Assurance/Quality Control

- Perform in-house quality control reviews to ensure that the preliminary plans, cost estimates, and the PDR meet the standards and guidelines required for Phase I Federal Aid processing. These quality control reviews will occur prior to submittal of any deliverable to the City and IDOT. The project manager will be responsible for the oversight of the QA/QC procedures and quality control reviews of the documents prepared for the project.
- Prior to each submittal, V3's project manager will designate a quality assurance reviewer that has not been directly involved in the project to perform independent quality reviews. These reviews will include plan design reviews, reviews of supporting calculations, and review of report documents.
- The QA/QC process also includes the preparation and maintenance of project records. The process will ensure that all documents are systematically filed in the applicable project file location.

11) Administration & Management

- Project administration and management will be performed by the project manager.
 - Prepare invoices and progress reports on a monthly basis and submit to the City for review and processing.
 - Provide project and staff management and coordinate project tasks between design team members.
 - Conduct internal team meetings as necessary.

Local Public Agency	County	Section Number
City of Aurora	DuPage	20-00332-00-FL
EXHIBIT B PROJECT SCHEDULE		
See attached schedule.		

Exhibit B - Project Schedule

Montgomery Road | Wisconsin Central Limited Railroad Track Crossing 260562L
City of Aurora, IL

[illegible]

Local Public Agency

County

Section Number

City of Aurora

DuPage

20-00332-00-FL

Exhibit C
Direct Costs Check Sheet

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.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	300	\$0.56	\$168.00
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input checked="" type="checkbox"/> Tolls	Actual cost	5	\$15.00	\$75.00
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input checked="" type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	5	\$50.00	\$250.00
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input checked="" type="checkbox"/> Right of Entry/Flagging for Survey	Actual Cost	1	\$1,653.00	\$1,653.00
<input checked="" type="checkbox"/> Title Commitments and Documents	Actual Cost	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> PESA Data Record Search Documents	Actual Cost	1	\$400.00	\$400.00
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$3,296.00

City of Aurora

DuPage

20-00332-00-FL

Exhibit D
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

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

If yes Due date of submittal **03/13/20**

Method(s) used for advertisement and dates of advertisement

Public notice was posted on City's website on February 18, 2020.

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%
- Firm Experience	30%
- Staff Capabilities	20%
- Past Performance	20%

Add

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

City Traffic Engineer, Engineering Coordinator, and Transportation Engineer

Top three consultants ranked for this project in order

- 1 V3 Companies, Ltd.
- 2 Baxter & Woodman
- 3 H.W. Lochner, Inc.

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"/>



Illinois Department
of Transportation

EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
City of Aurora	Kane	20-00332-00-FL
Consultant (Firm) Name	Prepared By	Date
V3 Companies, Ltd.	MJR	7/26/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	159.00%
START DATE	11/1/2021		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2022		% OF RAISE	2.00%
END DATE	10/31/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/1/2021	1/1/2022	2	16.67%
1	1/2/2022	11/1/2022	10	85.00%

The total escalation = 1.67%

City of Aurora

Kane

20-00332-00-FL

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR 0

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AVERAGE HOURLY PROJECT RATES

[illegible]

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Crash Analysis			Construction Cost Estimate			Project Development Report			Meetings and Coordination			QA/QC			Administration & Management		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Administration II	28.78																		
Design Technician III	38.74	2	33.33%	12.91															
Division Director	78.00																		
Engineer I	31.99	4	66.67%	21.33	4	40.00%	12.80	16	33.33%	10.66				4	50.00%	39.00			
Engineer II	34.30																		
Engineer III	37.45				4	40.00%	14.98	10	20.83%	7.80									
Project Engineer I	44.89																		
Project Engineer II	46.53				2	20.00%	9.31	16	33.33%	15.51	8	20.00%	9.31						
Project Manager	46.42																		
Project Scientist I	33.61																		
Project Scientist II	42.52																		
Project Surveyor II	35.03																		
Scientist III	31.74																		
Senior Project Engineer	52.03																		
Senior Project Manager	62.79																		
Senior Project Manager (Trans.)	73.84				6	12.50%	9.23	32	80.00%	59.07	4	50.00%	36.92	10	100.00%	73.84			
Survey Crew	30.92																		
Technician III	30.26																		
TOTALS		6.0	100%	\$34.24	10.0	100%	\$37.09	48.0	100%	\$43.21	40.0	100%	\$58.38	8.0	100%	\$75.92	10.0	100%	\$73.84