



Agreement For	Agreement Type
Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Federal PE	Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Aurora	DuPage	22-00351-00-WR	P-91-025-23
Project Number	Contact Name	Phone Number	Email
BGVI(154)	Tim Weidner	(630) 256-3200	WeidnerT@aurora.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
New York Street	FAU 1522	0.51 mi	N/A
Location Termini			Add Location
Commons Drive to Fox Valley Entrance No. 6			Remove Location

Project Description

Phase I engineering services for the roadway widening for additional turn lanes, traffic signal modernization, including safety improvements such as high visibility backplates, updating roadway lighting, ADA ramp improvements, and other related work throughout the corridor.

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

AGREEMENT FOR

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

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WBK Engineering, LLC	Ryan Sikes	(630) 338-8565	rsikes@wbkengineering.com
Address	City	State	Zip Code
116 West Main Street, Suite 201	St. Charles	IL	60174

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Exhibit E: Sub-consultant Services
- ☐ _____
- ☐ _____

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 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 C 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. 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 (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WBK Engineering, LLC	36-4251536	\$90,917.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Gewalt Hamilton Associates, Inc.	36-3426053	\$4,846.00
Atlas Engineering Group, Ltd.	14-1990721	\$37,479.00
Ames Engineering, Inc.	36-4404761	\$12,555.00
Huff & Huff, Inc.	04-2393851	\$5,999.00
Subconsultant Total		\$60,879.00
Prime Consultant Total		\$90,917.00
Total for all work		\$151,796.00

AGREEMENT SIGNATURES

Executed by the LPA:

The

Local Public Agency Type
City

 of

Local Public Agency
Aurora

Attest:

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Aurora

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

WBK Engineering, LLC

By (Signature & Date)

--

By (Signature & Date)

--

Title

Transportation Practice Lead

Title

President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	WBK Engineering, LLC	DuPage	22-00351-00-WR

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

<p style="text-align: center;">EXHIBIT A SCOPE OF SERVICES</p> <p>FOR FEDERAL PARTICIPATION PROJECTS</p>

EXHIBIT A



NEW YORK STREET CORRIDOR HSIP

Commons Drive to Fox Valley Entrance No. 6

January 27, 2023

Mr. Timothy V. Weidner
City of Aurora
77 South Broadway Avenue
Aurora, Illinois 60507
630-256-3202

Dear Mr. Weidner,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the City of Aurora (known hereafter as "the City") for Phase I engineering services for the New York Street Corridor HSIP project located between Commons Drive and Fox Valley Entrance No. 6 in DuPage County, Illinois. WBK looks forward to the opportunity to assist the City with the Phase I Study. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

PROJECT UNDERSTANDING

WBK understands that the City of Aurora (City) has secured Highway Safety Improvement Program (HSIP) federal grants for all phases of engineering and construction for the New York Street Corridor project between Commons Drive and Fox Valley Entrance No. 6. The estimated construction cost is \$1,384,000, currently scheduled for construction in FFY 2025, and the project length is 0.76 miles. The local share of the project will be funded with Motor Fuel Tax (MFT). WBK understands that all funds must be federally authorized by October 1, 2025, or this funding will be rescinded.

The project scope includes roadway widening for additional turn lanes, traffic signal modernization including safety improvements such as high visibility backplates, updating roadway lighting, ADA ramp improvements, and other related work throughout the length of the corridor. The traffic signal modernization would consist of the replacement of the aging traffic signal equipment including cabinets, mast arm, poles, and signal heads. The City does not anticipate any land acquisition as part of the project.

SCOPE OF SERVICES

TASK 1 | Data Collection and Utility Coordination

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

- 1.1 **Review Existing Data.** Available information will be obtained and reviewed that will include existing right-of-way and property limit data, GIS files, existing roadway plans, aerial mapping, existing crash data, previously completed traffic studies, etc.
- 1.2 **Site Visit.** Pertinent design staff will visit the site to familiarize themselves with the existing topography and assessment of existing site issues. These conditions will be documented and prepared in a photo log for consideration when designing the roadway improvements.
- 1.3 **Utility Investigation.** Pertinent utility information will be collected for the project area to determine locations of all utilities that may or will affect design or construction of the improvements. Coordination with utility

companies and a JULIE design ticket for existing facilities will be performed and documented. Information provided by the utility companies will be reviewed and incorporated into the base drawing.

TASK 2 | Topographic Survey

Topographic survey will be required to properly document existing field conditions that will serve as the basis for the preliminary engineering and design in this phase.

2.1 Topographic Survey. Atlas Engineering Group (Atlas) will serve as a sub-consultant to WBK to perform topographic survey. Refer to Atlas's attached proposal for a detailed description of their scope of services.

- a) WBK will coordinate with Atlas early in the Phase I process to determine a start date for topographic survey.
- b) Once the survey has been completed, WBK will download the data received from Atlas and review it for completeness.
- c) A base drawing with contours will be created using the field survey data collected. The drawing will include all physical features within the project limits.
- d) WBK will perform a field check to determine if any extra field survey is needed to accurately depict the project.
- e) The topographic survey will include only RIM elevations of all existing drainage and utility structures. No inverts or pipe sizing will be collected.

TASK 3 | Environmental Surveys

3.1 Environmental Survey Request. The Environmental Survey Request (ESR) and all necessary supporting exhibits will be prepared and submitted electronically early on in the project. The scope will include preparation of ESR attachments (BLRS Manual Section 20-2).

3.2 Preliminary Environmental Site Assessment. Huff & Huff will serve as a sub-consultant to WBK to perform the Preliminary Environmental Site Assessment (PESA), which will help establish clearer environmental expectations for the Phase I engineering and determine if a Preliminary Site Investigation (PSI) is required during Phase II engineering. Once completed, the PESA will be submitted to IDOT for review/approval. Refer to Huff & Huff's attached proposal for a detailed description of their scope of services.

TASK 4 | Corridor Analysis and Intersection Design Studies

4.1 Coordination with Traffic Counts sub-consultant. Gewalt Hamilton Associates (GHA) will serve as a sub-consultant to WBK to perform 24-hour traffic counts at three (3) intersections. Refer to GHA's attached proposal for a detailed description of their scope of services.

4.2 Coordination with CMAP for Design Year Traffic Volumes. WBK will coordinate with the Chicago Metropolitan Agency for Planning (CMAP) for design year traffic volumes. The traffic counts collected by GHA will be utilized as the base traffic volumes to derive future traffic volumes.

4.3 Crash Analysis and Summary. WBK will coordinate with the City for the most recent five-year crash history. The information will be summarized, including a spot map or location map showing crash locations. The types of crashes will be detailed and include collision diagrams.

4.4 Intersection Design Studies. WBK will complete an Intersection Design Study (IDS) for three (3) intersections along the New York Street corridor at the following intersections: New York Street and Commons Drive, New

York Street and Station Boulevard, and New York Street and Fox Valley Entrance No. 6. The IDS's will be submitted to IDOT and the City for review and approval.

- a) Prepare IDS base sheets
- b) Perform optimum phasing analysis
- c) Perform capacity analysis
- d) Develop intersection geometry (turn lane requirements)
- e) Determine storage lengths for required turn lanes (red-time queues)
- f) Evaluate sight distance requirements
- g) Develop preliminary traffic signal layout
- h) Development preliminary pavement marking plan
- i) Prepare and submit IDS drawings to IDOT and City for Review
- j) Address IDOT/City review comments and resubmit

4.5 Develop ADA Details. To be submitted with the Intersection Design Studies, WBK will develop ADA details for ten (10) intersection corners and two (2) crossings located at the median between Station Boulevard and Fox Valley Entrance No. 6.

TASK 5 | Wetland Delineation and Report

Based on our site reconnaissance, we did not observe any wetland type vegetation and a wetland delineation is not anticipated to be necessary. However, depending on IDOT's requirements, a wetland assessment and Wetland Impact Evaluation (WIE) identifying that there are no known wetlands that will be impacted may be required and is included in the scope of services. This work will be performed by WBK and will involve the following:

5.1 Data Collection. Obtain preliminary information including aerial photos, wetland maps, USGS soils mapping, FEMA map, hydrologic atlas, and other data necessary for the wetland assessment.

5.2 Wetland Reconnaissance and Memorandum. Brief memorandum describing no anticipated impacts to existing wetlands.

5.3 Wetland Impact Evaluation. Prepare and submit the IDOT Wetland Impact Evaluation (WIE) form electronically.

TASK 6 | Permit Coordination

During the preliminary engineering phase (Phase I) of the project, WBK will identify a list of permits required for the construction activities and contact the responsible agencies.

TASK 7 | Project Development Activities and Report

WBK will prepare a Project Development Report (PDR) – BLR Form 22210, including exhibits and documentation to obtain approval for the project.

7.1 Geometric Activities. WBK will develop a preliminary roadway design in accordance with criteria prescribed in the IDOT BLRS Manual. Aspects to be constructed at less than the design guidelines will be identified and a clear description of required variances and appropriate justification will be provided (BLRS Manual 27-7). These items, if required, will be discussed at the FHWA coordination meeting.

7.2 Location and Existing Conditions (PDR Section 1). A description of the existing facility will be included. Traffic data will come from sub-consultant 24-hour counts.

7.3 Proposed Improvement (PDR Section 2). The purpose and need of the project will be documented along with design guidelines, functional classification, regulatory or posted speed limit and design speed information. Aspects to be constructed at less than the design guidelines will be identified and a clear description of required variances and appropriate justification will be provided. The need for accommodating pedestrians, bicyclists, and the handicapped will be analyzed. An Engineer's Opinion of Probable Cost will be prepared and submitted with the PDR.

7.4 Crash Analysis (PDR Section 3). The crash analyses completed in Task 5 will be included in the PDR.

7.5 Right-of-Way (PDR Section 4). Existing right-of-way widths and easements will be described. No right-of-way acquisition is anticipated in the scope of services.

7.6 Environmental Impacts (PDR Section 5-13). No additional thru lanes or significant alignment change will be proposed. Therefore, no COSIM or noise analysis will be required (PDR Sections 12e and 13), thus, they are not within the scope of this project.

7.7 Maintenance of Traffic (PDR Section 14). WBK will evaluate the maintenance of traffic operations based on the proposed improvements. A transportation management area (TMA) memorandum will be developed, examining several staging alternatives.

7.8 Public Involvement (PDR Section 15). WBK anticipates no public involvement will be required for the Phase I engineering.

7.9 Coordination and Commitments (PDR Section 16-8). Meeting minutes of coordination meetings with the IDOT, FHWA, the City and other local agencies will be documented. A summary of project-specific commitments will be included.

7.10 PDR Exhibit Preparation. A location map to supplement the narrative description will be developed. Plan and profile sheets will be developed based on the proposed elevation of the roadway improvements. The roadway geometry and plans will be prepared in accordance with the applicable requirements of BLRS Section IV – Project Design. Existing and proposed typical section exhibits will be prepared. Cross Sections will be created for the project corridor.

7.11 Assemble, collate, and submit PDR (Draft and Final). The draft PDR Addendum memorandum with exhibits and documentation will be prepared and submitted to IDOT for comments.

WBK will prepare a disposition of comments received in regards to the Draft Project Development Report Addendum memorandum. The final PDR will be revised based on review comments from IDOT and submitted to IDOT for approval.

TASK 8 | Preliminary Lighting Plans

Ames Engineering (Ames) will serve as a sub-consultant to WBK to perform a preliminary review of the existing lighting. A proposed preliminary lighting plan, including all necessary calculations, will be provided and will be used as the base for Phase II design. Refer to Ames' attached proposal for a detailed description of their scope of services.

TASK 9 | Meetings and Coordination

Meetings and coordination will serve to discuss and resolve issues in the preliminary design process. Minutes of all meetings will be prepared by WBK and distributed within five (5) working days of the meeting. WBK will be responsible for maintaining a list of action items that will be updated at each meeting.

- WBK will attend one (1) project initiation meeting with the City of Aurora.
- WBK will attend one (1) project initiation meeting with IDOT.
- WBK anticipates and has allotted for one (1) FHWA coordination meeting.
- WBK has estimated for four (4) additional coordination or progress meetings with the City.
- WBK will prepare and agenda and distribute meeting minutes for the aforementioned meetings.
- WBK will prepare a letter and all necessary supporting documents for coordination with Pace.

TASK 10 | Administration and Management

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

10.1 Project Setup. WBK will initiate project setup. WBK will manage tasks associated with work reviews, budget adherence, manpower, project meetings, contract administration and invoicing.

10.2 Progress Reports. WBK will prepare and submit monthly progress reports during months when engineering activities occur and invoices are due.

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

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of the preliminary engineering phase (Phase I) for the project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope, and would be considered as additional services if required by IDOT, FHWA, or any other agency for the successful completion of the project.

- Geotechnical (Phase II)
- Right-of-Way Acquisition
- Public Involvement
- Drainage Structure Inventory (Phase II)
- Traffic Impact Studies (it is assumed the City will provide the most recent information)
- Hydraulic Modeling
- Location Drainage Study
- 3D Modeling
- Wetland Delineation
- Noise and Air Quality Study
- Existing tree species identification
- Preliminary Site Investigation (Phase II)
- Section 4(f), Section 6(f) and/or Section 106 involvement

- Phase II engineering services, including detailed plans and specifications
- Construction layout and/or construction observations
- Attendance of any meetings not specifically listed herein

ESTIMATE OF FEES

WBK has provided not-to-exceed budgets for the tasks outlined in the above scope of services. Actual invoices will be based on employees' records of time invested to accomplish each task and will not exceed the budget provided without prior written authorization from the Client. The Estimate of Fees is based on the award of the entire Scope of Services, and in general, individual tasks and accompanying budgets cannot be broken out and awarded separately.

TASK #	TASK NAME	FEE
TASK 1	DATA COLLECTION AND UTILITY COORDINATION	\$3,453
TASK 2	TOPOGRAPHIC SURVEY	\$40,713
TASK 3	ENVIRONMENTAL SURVEYS	\$8,857
TASK 4	CORRIDOR ANALYSIS AND INTERSECTION DESIGN STUDIES	\$50,791
TASK 5	WETLAND RECONNAISSANCE AND REPORT	\$1,494
TASK 6	PERMIT COORDINATION	\$1,083
TASK 7	PROJECT DEVELOPMENT ACTIVITIES AND REPORT	\$18,145
TASK 8	PRELIMINARY LIGHTING PLANS	\$13,243
TASK 9	MEETINGS AND COORDINATION	\$6,834
TASK 10	ADMINISTRATION AND MANAGEMENT	\$5,170
	Reimbursable Expenses/Direct Labor Costs	\$2,013
TOTAL		\$151,796

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	WBK Engineering, LLC	DuPage	22-00351-00-WR

**EXHIBIT B
PROJECT SCHEDULE**

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EXHIBIT B: PROJECT SCHEDULE - NEW YORK STREET CORRIDOR PH I









Milestone

Task

Agency Review

Meetings

EXHIBIT B: PROJECT SCHEDULE - NEW YORK STREET CORRIDOR PH I																																							
 			 Milestone  Task  Agency Review  Meetings																																				
			2023																				2024																
			1/1/23	1/15/23	2/1/23	2/15/23	3/1/23	3/15/23	4/1/23	4/15/23	5/1/23	5/15/23	6/1/23	6/15/23	7/1/23	7/15/23	8/1/23	8/15/23	9/1/23	9/15/23	10/1/23	10/15/23	11/1/23	11/15/23	12/1/23	12/15/23	1/1/24	1/15/24	2/1/24	2/15/24	3/1/24	3/15/24	4/1/24	4/15/24	5/1/24	5/15/24	6/1/24		
PROJECT MILESTONE SCHEDULE																																							
Phase I Notice to Proceed		3/6/2023																																					
Project Management and QAQC																																							
Utility Coordination																																							
IDOT Phase I Kickoff Meeting																																							
Environmental Survey Request																																							
FHWA Meeting																																							
Data Collection																																							
Topographic Survey																																							
Preliminary Geometry and ADA Details																																							
Intersection Design Studies																																							
Phase I Permitting																																							
Draft Project Development Report		11/2023																																					
PDR Review Meetings (assumed 1)																																							
City and IDOT Disposition of Comments																																							
Final Project Development Report		3/2024																																					
Phase I Approval		5/2024																																					

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Aurora	WBK Engineering, LLC	DuPage	22-00351-00-WR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

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

If yes Due date of submittal **11/17/22**

Method(s) used for advertisement and dates of advertisement

Posted to the City's website on 10/27/2022. The City also has an email/text sign up system to receive a notification when new postings are added.

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

Professional Engineer II, Engineering Coordinator and Civil Engineer-I

Top three consultants ranked for this project in order	
1	WBK Engineering, LLC
2	TranSystems
3	Thomas Engineering Group, LLC

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

Local Public Agency City of Aurora	County DuPage	Section Number 22-00351-00-WR
Prime Consultant (Firm) Name WBK Engineering, LLC	Prepared By Ryan Sikes, PE, PTOE	Date 1/27/2023
Consultant / Subconsultant Name WBK Engineering, LLC	Job Number P-91-025-23	

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

CONTRACT TERM	18	MONTHS		OVERHEAD RATE	174.97%
START DATE	3/6/2023			COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024			% OF RAISE	2.00%
END DATE	9/5/2024				

ESCALATION PER YEAR

Year	First Date	Last Date	Months	%	of Contract
0	3/6/2023	1/1/2024	10	55.56%	
1	1/2/2024	9/1/2024	8	45.33%	

The total escalation = 0.89%

Local Public Agency	County	Section Number
City of Aurora	DuPage	22-00351-00-WR
Consultant / Subconsultant Name		Job Number
WBK Engineering, LLC		P-91-025-23

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.89%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$78.00	\$78.00
Engineer VI	\$73.82	\$74.48
Engineer V	\$60.02	\$60.55
Engineer IV	\$48.75	\$49.18
Engineer III	\$39.57	\$39.92
Engineer II	\$33.80	\$34.10
Engineer I	\$30.17	\$30.44
Urban Planner VI	\$78.00	\$78.00
Urban Planner V		
Urban Planner IV	\$50.00	\$50.44
Urban Planner III		
Urban Planner II		
ERS V		
ERS IV	\$38.37	\$38.71
ERS III		
ERS II		
Technician IV		
Technician V	\$62.00	\$62.55
Technician III	\$40.13	\$40.49
Technician II		
Technician I		
Intern	\$18.13	\$18.29
Administrative	\$26.55	\$26.79

Local Public Agency	County	Section Number
City of Aurora	DuPage	22-00351-00-WR
Consultant / Subconsultant Name		Job Number
WBK Engineering, LLC		P-91-025-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Aurora

County

DuPage

Section Number

22-00351-00-WR

Consultant / Subconsultant Name

WBK Engineering, LLC

Job Number

P-91-025-23

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
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	100	\$0.66	\$65.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/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
Utility 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
TOTAL DIRECT COSTS:				\$65.50

City of Aurora

DuPage

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WBK Engineering, LLC

P-91-025-23

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

COMPLEXITY FACTOR 0

79,378 BLR 05514 (Rev. 11/04/22)

Local Public Agency

City of Aurora

County

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Section Number

22-00351-00-WR

Consultant / Subconsultant Name

WBK Engineering, LLC

Job Number

P-91-025-23

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			Data Collection and Utility Coordination			Topographic Survey			Environmental Surveys			Corridor Analysis and Intersection Design Studies			Wetland Reconnaissance and Report		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	78.00	19.0	3.25%	2.53										6	2.01%	1.57			
Engineer VI	74.48	0.0																	
Engineer V	60.55	0.0																	
Engineer IV	49.18	152.0	25.98%	12.78	8	30.77%	15.13	1	5.88%	2.89	8	47.06%	23.15	64	21.48%	10.56	2	16.67%	8.20
Engineer III	39.92	0.0																	
Engineer II	34.10	197.0	33.68%	11.48	14	53.85%	18.36				1	5.88%	2.01	104	34.90%	11.90			
Engineer I	30.44	0.0																	
Urban Planner VI	78.00	0.0																	
Urban Planner V		0.0																	
Urban Planner IV	50.44	0.0																	
Urban Planner III		0.0																	
Urban Planner II		0.0																	
ERS V		0.0																	
ERS IV	38.71	16.0	2.74%	1.06													10	83.33%	32.26
ERS III		0.0																	
ERS II		0.0																	
Technician IV		0.0																	
Technician V	62.55	201.0	34.36%	21.49	4	15.38%	9.62	16	94.12%	58.87	8	47.06%	29.44	124	41.61%	26.03			
Technician III	40.49	0.0																	
Technician II		0.0																	
Technician I		0.0																	
Intern	18.29	0.0																	
Administrative	26.79	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		585.0	100%	\$49.35	26.0	100.00%	\$43.12	17.0	100%	\$61.76	17.0	100%	\$54.59	298.0	100%	\$50.06	12.0	100%	\$40.46

Local Public Agency

City of Aurora

County

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Section Number

22-00351-00-WR

Consultant / Subconsultant Name

WBK Engineering, LLC

Job Number

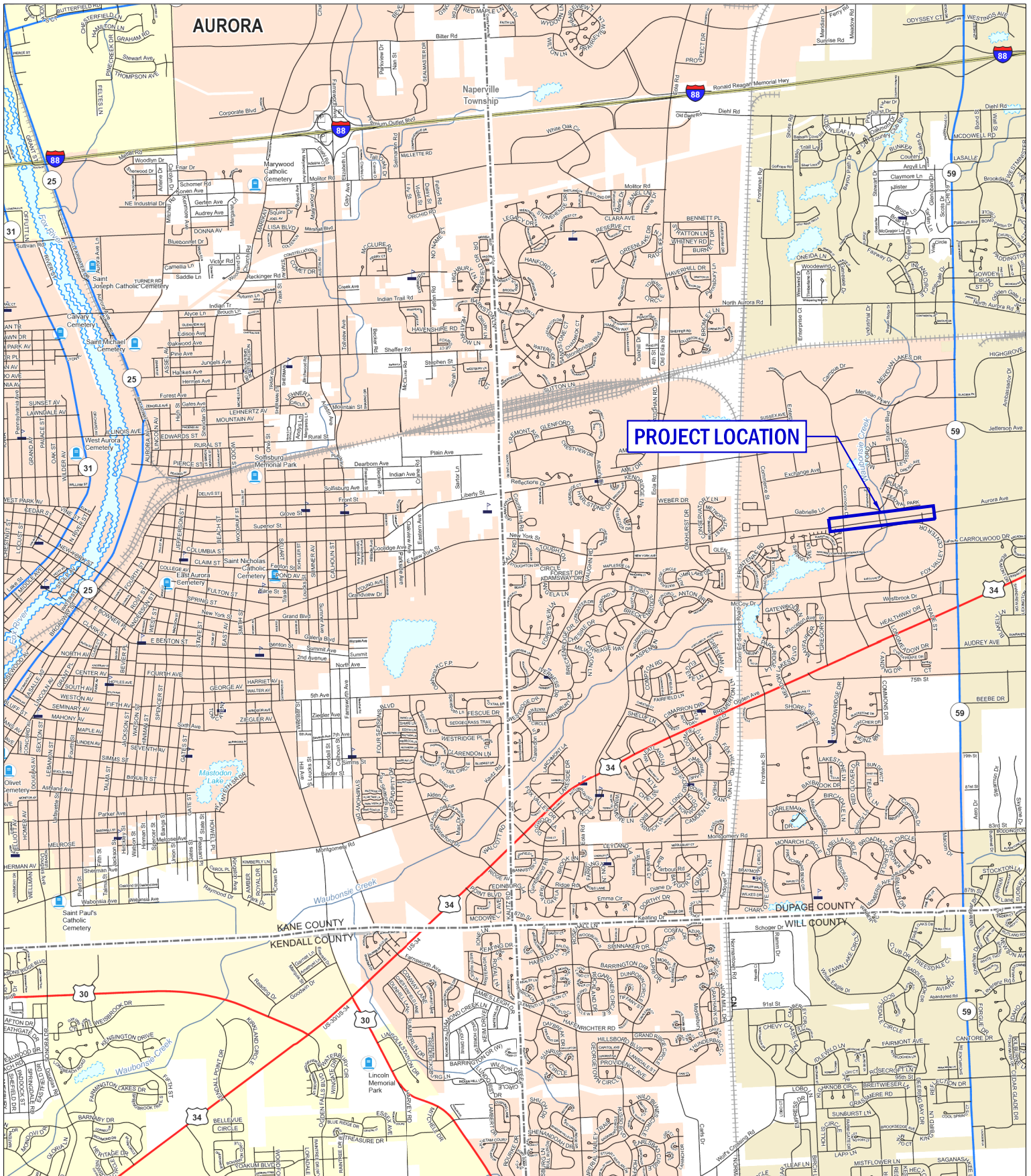
P-91-025-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Permit Coordination			Project Development Activities And Report			Preliminary Lighting Plans			Meetings and Coordination			Administration and 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
Principal	78.00				1	0.78%	0.60				7	17.50%	13.65	5	14.71%	11.47			
Engineer VI	74.48																		
Engineer V	60.55																		
Engineer IV	49.18	4	50.00%	24.59	20	15.50%	7.63	2	50.00%	24.59	25	62.50%	30.74	18	52.94%	26.04			
Engineer III	39.92																		
Engineer II	34.10				66	51.16%	17.45				2	5.00%	1.71	10	29.41%	10.03			
Engineer I	30.44																		
Urban Planner VI	78.00																		
Urban Planner V																			
Urban Planner IV	50.44																		
Urban Planner III																			
Urban Planner II																			
ERS V																			
ERS IV	38.71	4	50.00%	19.36	2	1.55%	0.60												
ERS III																			
ERS II																			
Technician IV																			
Technician V	62.55				40	31.01%	19.40	2	50.00%	31.28	6	15.00%	9.38	1	2.94%	1.84			
Technician III	40.49																		
Technician II																			
Technician I																			
Intern	18.29																		
Administrative	26.79																		
TOTALS		8.0	100%	\$43.95	129.0	100%	\$45.67	4.0	100%	\$55.87	40.0	100%	\$55.48	34.0	100%	\$49.38	0.0	0%	\$0.00



PROJECT LOCATION


 WBK ENGINEERING, LLC 116 WEST MAIN STREET, SUITE 201 ST. CHARLES, ILLINOIS 60174 (630) 443-7755	DSGN.	WBK	TITLE : PROJECT LOCATION MAP NEW YORK STREET HSIP	PROJECT NO. 22-0246
	DWN.	WBK		DATE: 12/27/2022
	CHKD.	WBK		SHEET 1 OF 1
	SCALE :	N.T.S.		
	FILE NAME:	DRAWING1.DWG		1

Exhibit E: Sub-consultant Services

Atlas Scope of Services

1. Data review and Coordination **(8 hours)**
 - a. Data review and Coordination
 - i. Weekly Project Team meetings to gauge progress, identify issues, and verify interdisciplinary coordination.
 - ii. Coordination with prime.
2. Survey **(266 hours)**
 - a. Topographic Survey **(152 hours – 24 hours Project Manager; 8 hours PLS, ROW; 80 hours Survey Crew Chief; 40 hours Survey Crewmember)**
 - i. Limits of survey includes the right-of-way of New York Street, Commons Drive, Station Blvd, and Fox Valley Entrance No.6 from right-of-way to right-of-way and 10 feet behind where accessible. Right-of-way line to be included. See exhibit 1.
 - ii. All field and CADD surveying shall be completed according to the Illinois Department of Transportation (IDOT).
 - iii. Perform a full topographic survey, including control, in support of the design team, obtain cross sections and data at 50 feet.
 - iv. Locate edges of buildings, building entrances, fences, sidewalks, curbs, shoulders, edges and crown of pavement.
 - v. Locate all above ground utilities including light poles, signs, signals, manholes, catch basins, inlets, etc.
 - vi. Locate bushes, tree calipers 6" and above in diameter, outlined hedge rows, and landscape areas.
 - vii. Cross Sections – Survey pavement cross sections at 50-foot intervals within the survey limits, at driveways, alleys, roadway culverts, and at all other grade controlling features. The cross sections will extend 10-ft beyond the existing right-of-way line.
 - viii. Base Mapping – All above information will be compiled into one base map that is representative of existing conditions. Base mapping will be completed using CADD software requested. The anticipated format is 1" = 20' scale. A TIN file of existing ground will be provided, as well as a digital CAD file containing survey points.
 - b. ADA Ramp Surveying **(26 hours – 2 hours Project Manager; 24 hours Survey Crew Chief)**
 - i. Perform ADA ramp survey at all four quadrants of ten (10) intersection corners along the project including through two (2) medians. Existing ramps, where present, will be surveyed for use by the designers to determine if the existing ramp is ADA-compliant and can remain in place. Quadrants which do not currently have a ramp will be surveyed to the same level of detail for use by the designers if new ADA ramps have to be installed to provided non-motorized accommodations.

City of Aurora - New York Street Survey SCOPE OF Services V3 2023-01-11

- ii. Survey shall be completed according to the Illinois Department of Transportation (IDOT) procedures for survey of ADA ramps.
 - c. Drafting of Topographic Survey **(60 hours – 60 hours CADD Manager)**
 - i. Create topographic survey at 1" = 50' scale in CAD using the latest IDOT CADD standards for topographic surveys. IDOT survey standards will be used during the field survey collection. Create a TIN model of the entire project. Drafting of plan sheets is not included.
3. QC/QA **(8 hours)**
- a. Perform Quality Control/Quality Assurance during the project per Atlas's Quality Assurance/Quality Control Plan.
4. Project Management and Administration **(8 hours)**
- a. Provide project oversight.
 - b. Prepare invoices and progress reports.
 - c. Project control of scope, schedule, and budget.

Deliverables:

- 1. Base map drawing in Cad format requested at 1" = 50' scale
- 2. Copies of all field books
- 3. TIN file of existing ground

Atlas Survey Scope of Services will be provided within 2 months of the NTP, weather permitting.

Exhibit 1



Local Public Agency City of Aurora	County DuPage	Section Number 22-00351-00-WR
Prime Consultant (Firm) Name WBK Engineering, LLC	Prepared By Roark Rogers	Date 1/16/2023
Consultant / Subconsultant Name Atlas Engineering Group, LTD	Job Number P-91-025-23	

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

CONTRACT TERM	2	MONTHS			OVERHEAD RATE	140.51%
START DATE	3/6/2023				COMPLEXITY FACTOR	
RAISE DATE	1/1/2024				% OF RAISE	2.00%
END DATE	5/5/2023					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/6/2023	5/5/2023	2	100.00%

The total escalation = 0.00%

City of Aurora

DuPage

22-00351-00-WR

Atlas Engineering Group, LTD

P-91-025-23

Local Public Agency	County	Section Number
City of Aurora	DuPage	22-00351-00-WR
Consultant / Subconsultant Name		Job Number
Atlas Engineering Group, LTD		P-91-025-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

Total	0.00	0.00
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NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Aurora

County

DuPage

Section Number

22-00351-00-WR

Consultant / Subconsultant Name

Atlas Engineering Group, LTD

Job Number

P-91-025-23

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
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	15	\$65.00	\$975.00
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
Utility 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
TOTAL DIRECT COSTS:				\$975.00

BLR 05514 (Rev. 11/04/22)

DIRECT COSTS

City of Aurora

DuPage

22-00351-00-WR

Atlas Engineering Group, LTD

P-91-025-23

December 29, 2022

Mr. Ryan Sikes, PE, PTOE

Transportation Project Manager

WBK Engineering, LLC

116 West Main Street, Suite 201

St. Charles, IL 60174

Re: **Proposal for Traffic Data Collection Professional Services**

Aurora, IL

GHA Proposal No. 2022.D817

Dear Mr. Sikes:

Thank you for your consideration of Gewalt Hamilton Associates, Inc. (GHA) to provide Data Collection Services for the above-mentioned project.

This proposal is based on GHA's understanding of the project as per your recent request.

If our proposal is acceptable, please sign one copy and return it to our office. We are pleased to have the opportunity to make our services available to you and look forward to assisting you on this project.

Sincerely,

Gewalt Hamilton Associates, Inc.



William J. Klewin

Director of Data Collection Services

bklewin@gha-engineers.com

Enc.: GHA Proposal No. 2022.D817

**Proposal for Professional Services
Traffic Data Collection**

Aurora, IL

GHA Proposal No. 2022.D817

WBK Engineering, LLC (Client), 116 West Main Street, Suite 201, St. Charles, IL 60174, and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

The Client is requesting three (3) TMC traffic count(s) in Aurora, IL .

II. Traffic Data Collection Services

GHA will provide the following services:

A. Turning Movement Count (TMC)

Location(s):

1. East New York Street & Station Boulevard
2. New York St & Fox Valley Entrance #6
3. New York Street & Commons Dr

Collection Details

- a. Typical Weekday (Tuesday, Wednesday and/or Thursday)
- b. 24-hours at each location
- c. 12AM-12AM CST
- d. Lights / Mediums / Articulated Trucks w/bicycles on roadway
 1. Classification Grouping includes Premium Rate Classification
 2. Bicycles and Pedestrians in Crosswalks are included.
 3. Bicycles on the Roadway are included.

Deliverable

- a. Data will be processed with a normal, 72-hour turnaround time and will be shared with the Client as soon as it is available.

III. Project Schedule

GHA will schedule the work as soon as possible after written authorization to proceed.

IV. Services Not Included

Should additional services be required or expanded beyond those outlined in Section II: Traffic Data Collection Services of this Agreement, GHA will request written authorization prior to commencing the work and the Client will be billed on a time-and-materials (T&M) basis in accordance with the current GHA Professional Services Hourly Rate Guide.

V. Key Personnel

Mr. William J. Klewin, Director of Data Collection will serve as the Project Manager. Mr. Jarett M. Giesey will serve as the Data Collection Team Leader and Mr. Patrick M. Oster will serve as the Data Collection Processing Team Leader. The team will work with additional professional staff.

VI. Compensation for Services

Based upon the scope of services and understanding of the requested work, GHA proposes to complete the work as described above for a lump sum fee as outlined below:

Item Description	Qty	Unit	Qty	Unit	Total	Unit	Fee	Unit	Fee
A.1 TMC ≥ 24 Total Hours	3	ea	24.0	hr	72.0	hr	\$67.00	hr	\$4,824.00
A.2 Single TMC 10% Incentive ≥ 24 Hrs	3	ea	24.0	hr	72.0	hr	(\$6.70)	hr	(\$482.40)
A.3 Premium Classification Grouping	3	ea	24.0	hr	72.0	hr	\$3.50	hr	\$252.00
A.4 Crosswalks (pedestrians & bicycles)	3	ea	24.0	hr	72.0	hr	\$3.50	hr	\$252.00
Sub-total Professional Service Fees (A):									\$4,845.60
Total for Professional Service Fees:									\$4,845.60

The proposed lump sum fee includes all necessary personnel, equipment, deployment, and processing to complete the data collection as described. Reimbursable expenses, including items such as photos, postage, messenger services, printing, truck usage and/or mileage, etc., are included in the lump sum fee.

GHA assumes the study will be completed within one deployment. If additional deployments are requested, an adjustment to the fee may be necessary. GHA will provide the Client a written estimate of any additional fees prior to commencing with such work.

Recounts will be completed at no charge to the Client for equipment failures.

Cancellations shall be made within 24-hours of the scheduled deployment to avoid fees.

The Client shall be responsible for delayed or cancelled work that is out of GHA's control such as construction, road closures, accidents, vandalism, or theft of equipment.

The Client shall be responsible for obtaining all required permits and to notify the applicable regulatory agencies prior to the scheduled deployment.

An invoice will be submitted upon completion of the study and will detail charges made against the project and services provided.

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

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 GHA. GHA'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 GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and Attachment A, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization of Services

By signing below, you indicate your acceptance of this Agreement in its entirety.

Gewalt Hamilton Associates, Inc.

WBK Engineering, LLC



William J. Klewin

Director of Data Collection

Ryan Sikes, PE, PTOE

Transportation Project Manager

Enc.: https://datalink.miovision.com/data_requests/34924?
Attachment A
GHA Hourly Rates

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic

Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs.

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on

the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent, then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2022

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$240.00
CIVIL ENGINEER VI	\$205.00
CIVIL ENGINEER V	\$201.00
CIVIL ENGINEER IV	\$199.00
CIVIL ENGINEER III	\$178.00
CIVIL ENGINEER II	\$167.00
CIVIL ENGINEER I	\$146.00
LAND SURVEYOR IV	\$171.00
LAND SURVEYOR III	\$147.00
LAND SURVEYOR II	\$143.00
LAND SURVEYOR I	\$134.00
GIS PROFESSIONAL III	\$178.00
GIS PROFESSIONAL II	\$156.00
GIS PROFESSIONAL I	\$145.00
ENVIRONMENTAL CONS. II	\$151.00
ENVIRONMENTAL CONS. I	\$138.00
ENGINEERING TECHNICIAN V	\$199.00
ENGINEERING TECHNICIAN IV	\$151.00
ENGINEERING TECHNICIAN III	\$138.00
ENGINEERING TECHNICIAN II	\$121.00
ENGINEERING TECHNICIAN I	\$ 91.00
ADMINISTRATIVE I	\$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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Oak Brook, IL 60523
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www.huffnhuff.com
www.gza.com



January 4, 2023

via email: rsikes@wbkengineering.com

Mr. Ryan Sikes, P.E., PTOE
Transportation Project Manager
WBK Engineering, LLC
116 W. Main Street – Suite 201
St. Charles, IL 60174

**Re: Phase I Environmental Services – City of Aurora QBS 22-100
New York Street HSIP (Section No. 22-00351-00-WR)
City of Aurora, DuPage County Illinois
Proposal No. 81.P013141.23**

Dear Mr. Sikes:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to WBK Engineering, LLC (Client) to provide Phase I environmental services for the proposed Highway Safety Improvement Project (HSIP) along New York Street in the City of Aurora, DuPage County, Illinois (City). The Project corridor along New York street extends from Commons Drive to Fox Valley Entrance No. 6 (approximately 0.5 miles in length) with three (3) signalized intersections.

For the current Phase I scope of services, Client has requested environmental services, including completion of a Preliminary Environmental Site Assessment (PESA). We understand that Phase II services will be requested separately at an appropriate time to continue with special waste and wetland permitting work as/if necessary.

We understand the scope of proposed improvements includes roadway widening for additional turn lanes, traffic signal modernization including safety improvements such as flashing yellow arrows and high visibility backplates, updating roadway lighting, ADA ramp improvements, and other related work throughout the length of the corridor. The traffic signal modernization would consist of replacement of the aging traffic signal equipment including cabinets, mast arm, poles, and signal heads. Further, we understand that no land acquisition is anticipated and the project intends to utilize HSIP federal grant funds for all phases of engineering and construction with a local share funded with Motor Fuel Tax (MFT).

In preparing this proposal, H&H has made the following assumptions.

- As this project will be processed through the Illinois Department of Transportation (IDOT) Local Roads, biological and cultural clearances will be made available through the IDOT Environmental Survey Request (ESR) process. The submittal of an Environmental Survey Request through IDOT is not included in this scope of services.
- The limits and extent of all proposed work, access, and temporary construction activities will be provided to H&H in electronic format (Shapefiles or MicroStation files) for use in completing all field work and reporting activities in order to ensure that all areas are covered for environmental assessments included within this scope of work.

This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.



1. SCOPE OF SERVICES

Task 1 – Preliminary Environmental Site Assessment (PESA)

A PESA will be completed for local roads portions of the project limits as described above in Section 1. The process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012)
- ASTM International (ASTM) standard 1527-13
- The IDOTs Bureau of Design and Environment (BDE) Procedure Memorandum Number 10-07, *Special Waste Procedures*. This memo was incorporated into Chapter 27-3 of the IDOT BDE Manual in June 2012.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

A. Historical Research

The site's historical land use/ownership record will be developed from standard historical sources. Historic aerial photographs will be reviewed to identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

B. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

C. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area.

Specifically, H&H will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

D. Report Preparation

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridor.



- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

Task 2 – Project Administration

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities.

Task 3 – QA/QC

Time under this task includes QA/QC time for the PESA report as described above.

2. LEVEL OF EFFORT AND SCHEDULE

Costs are proposed to be on a time and materials basis and are included on the attached spreadsheets. PESA work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval for the PESA. Please notify H&H if an expedited schedule is necessary to meet project deadlines.

3. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.
Associate Principal



This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2022 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with H&H's Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

- 1. Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
- 2. Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
- 3. Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
- 4. Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures



(including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.

- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry. You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

6. Reliance. The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

7. H&H Professionals. H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. Hazardous Materials; H&H "Not a Generator." Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

9. Limits on H&H's Responsibility. H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor



shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

11. Documents and Information. All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

13. Confidentiality; Subpoenas. Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H")



for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.

- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.



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

Local Public Agency

City of Aurora

County

DuPage

Section Number

22-00351-00-WR

Prime Consultant (Firm) Name

WBK Engineering, LLC

Prepared By

JJR

Date

1/4/2023

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

P-91-025-23

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

Remarks

Phase I Scope/Fee following Award of QBS 22-100 to WBK.

PAYROLL ESCALATION TABLE

CONTRACT TERM 12 MONTHS
START DATE 1/5/2023
RAISE DATE 3/1/2023
END DATE 1/4/2024

OVERHEAD RATE 190.00%
COMPLEXITY FACTOR 0
% OF RAISE 2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/5/2023	3/1/2023	2	16.67%
1	3/2/2023	1/1/2024	10	85.00%

The total escalation = 1.67%

Local Public Agency	County	Section Number
City of Aurora	DuPage	22-00351-00-WR
Consultant / Subconsultant Name	Job Number	
Huff & Huff, Inc., a subsidiary of GZA	P-91-025-23	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.67%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Associate Principal III	\$76.69	\$77.97
Associate Principal II	\$69.75	\$70.91
Associate Principal I	\$63.91	\$64.98
Seniort Consultant II	\$77.36	\$78.00
Senior Consultant I	\$43.81	\$44.54
Senior Project Manager III	\$66.11	\$67.21
Senior Project Manager II	\$53.81	\$54.71
Senior Project Manager I	\$50.82	\$51.67
Senior Landscape Architect	\$57.23	\$58.18
Senior Planning PM	\$53.97	\$54.87
Senior Technical Specialist I	\$50.61	\$51.45
Senior Scientist PM II	\$53.71	\$54.61
Senior Technical Scientist	\$51.13	\$51.98
Scientist PM II	\$48.38	\$49.19
Scientist PM I	\$42.00	\$42.70
Assistant PM Scientist	\$35.09	\$35.67
Environmental Engineer PM I	\$46.21	\$46.98
Geotechnical Engineer PM I	\$43.14	\$43.86
Architect PM	\$48.56	\$49.37
Assistant PM Engineert I	\$42.02	\$42.72
Engineer II	\$29.21	\$29.70
Engineer I	\$32.16	\$32.70
Scientist E1	\$29.75	\$30.25
Technical Graphics Technician	\$25.15	\$25.57
Administrative Manager	\$46.64	\$47.42
Senior Administrative Assistant	\$32.81	\$33.36
Lead Word Processor	\$40.46	\$41.13

Local Public Agency	County	Section Number
City of Aurora	DuPage	22-00351-00-WR
Consultant / Subconsultant Name		Job Number
Huff & Huff, Inc., a subsidiary of GZA		P-91-025-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Aurora

County

DuPage

Section Number

22-00351-00-WR

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

P-91-025-23

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
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	60	\$0.66	\$39.30
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	4	\$0.75	\$3.00
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
Utility 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
Database Package - Corridor (~2.8 miles)	Actual Cost	1	\$450.00	\$450.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$492.30

Local Public Agency

City of Aurora

County

DuPage

Section Number

22-00351-00-WR

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

P-91-025-23

COST ESTIMATE WORKSHEET**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET****OVERHEAD RATE** 190.00%**COMPLEXITY FACTOR** 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PESA	492	41.5	1,361	2,586	449	0	4,396	73.28%
Task 2: Project Administration	0	1.5	78	148	26	0	252	4.20%
Task 3: QAQC	0	4	266	505	88	0	859	14.32%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$492.30						\$492.30	8.21%
TOTALS		47	1,705	3,239	563	-	5,999	91.80%

4,944

Local Public Agency

City of Aurora

County

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Section Number

22-00351-00-WR

Consultant / Subconsultant Name

Huff & Huff, Inc., a subsidiary of GZA

Job Number

P-91-025-23

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			Task 1: PESA			Task 2: Project Administration			Task 3: QAQC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Associate Principal III	77.97	0.0																	
Associate Principal II	70.91	1.5	3.19%	2.26				0.5	33.33%	23.64	1	25.00%	17.73						
Associate Principal I	64.98	3.0	6.38%	4.15							3	75.00%	48.73						
Senior Consultant II	78.00	0.0																	
Senior Consultant I	44.54	0.0																	
Senior Project Manager III	67.21	0.0																	
Senior Project Manager II	54.71	0.0																	
Senior Project Manager I	51.67	0.0																	
Senior Landscape Architect	58.18	0.0																	
Senior Planning PM	54.87	0.0																	
Senior Technical Specialist I	51.45	0.0																	
Senior Scientist PM II	54.61	0.0																	
Senior Technical Scientist	51.98	0.0																	
Scientist PM II	49.19	0.0																	
Scientist PM I	42.70	4.0	8.51%	3.63	3	7.23%	3.09	1	66.67%	28.47									
Assistant PM Scientist	35.67	3.0	6.38%	2.28	3	7.23%	2.58												
Environmental Engineer PM I	46.98	0.0																	
Geotechnical Engineer PM I	43.86	0.0																	
Architect PM	49.37	0.0																	
Assistant PM Engineer I	42.72	0.0																	
Engineer II	29.70	0.0																	
Engineer I	32.70	29.5	62.77%	20.52	29.5	71.08%	23.24												
Scientist E1	30.25	0.0																	
Technical Graphics Technician	25.57	5.0	10.64%	2.72	5	12.05%	3.08												
Administrative Manager	47.42	0.0																	
Senior Administrative Assistant	33.36	1.0	2.13%	0.71	1	2.41%	0.80												
Lead Word Processor	41.13	0.0																	
TOTALS		47.0	100%	\$36.27	41.5	100.00%	\$32.79	1.5	100%	\$52.10	4.0	100%	\$66.46	0.0	0%	\$0.00	0.0	0%	\$0.00



Project: New York Street HSIP
New York St. – Commons Dr. to Fox Valley Entrance No. 6
DuPage County
AEI Ref. # 2022-11

January 4, 2023
Revised January 26, 2023

Scope of Work – Lighting

Ames Engineering, Inc. (AEI) will be the sub-consultant to WBK Engineering, LLC to evaluate the existing lighting and to provide plans and a cost estimate for proposed lighting in conformance with City of Aurora requirements.

The following is the scope of work for the Phase I Lighting:

Ames Engineering, Inc. (AEI) Phase I scope of services consists of evaluation of the existing lighting, preparation of 30% lighting plans and the preparation of a lighting cost estimate. Photometric calculations will be prepared for the proposed widened roadway. This work will include the following items:

- Evaluate the existing lighting system within the project limits
- Prepare proposed lighting layout plan
- Prepare existing/removal lighting plan
- Perform Photometric Calculations
- Field visit
- Cost Estimate
- QA/QC
- Project management and administration

Assumptions

- Electronic files (dgn format) of proposed roadway geometry, alignment and pavement markings shall be provided by the Prime.
- Existing topographic survey, aerial imagery, alignment, profile, existing geometry and right of way electronic files shall be provided.
- Existing record drawings of lighting plans shall be furnished by the Owner.



Project: New York Street HSIP
New York St. – Commons Dr. to Fox Valley Entrance No. 6
DuPage County
AEI Ref. # 2022-11

January 4, 2023
Revised January 26, 2023

Manhour Estimate - Lighting

Item	Task	Hours
1.	Evaluate the existing lighting system	16
2.	Prepare proposed lighting plan (1 sheet at 24 hrs/sheet)	24
3.	Prepare existing lighting plan (1 sheet at 16 hrs/sheet)	16
4.	Perform Photometric Calculations Roadway (between intersections) Three intersections	12
5.	Field visit (2 person/1 trip/4 hrs each)	8
6.	Cost Estimate	4
7.	QA/QC	3
8.	Project management and administration	3

Total 86



Project: New York Street HSIP
New York St. – Commons Dr. to Fox Valley Entrance No. 6
DuPage County
AEI Ref. # 2022-11

January 4, 2023
Revised January 26, 2023

Direct Cost Estimate – Lighting

- Travel: \$ 65
Field Trip: 1 trip @ \$65/day = \$65
- In-House Miscellaneous: \$ 200
CADD Hrs: 20 x \$10/hr = \$ 200

TOTAL \$ 265

*Submittals to IDOT will be done by Prime



Local Public Agency City of Aurora	County DuPage	Section Number 22-00351-00-WR
Prime Consultant (Firm) Name WBK Engineering, LLC	Prepared By Joan Somer	Date 1/4/2023
Consultant / Subconsultant Name AMES Engineering, Inc.	Job Number P-91-025-23	

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

Remarks

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PAYROLL ESCALATION TABLE

CONTRACT TERM	14	MONTHS	OVERHEAD RATE	145.08%
START DATE	2/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	3/31/2024			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	2/1/2023	1/1/2024	11	78.57%
1	1/2/2024	4/1/2024	3	21.86%

City of Aurora

DuPage

22-00351-00-WR

AMES Engineering, Inc.

P-91-025-23

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

ESCALATION FACTOR	0.43%
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[illegible]

Local Public Agency	County	Section Number
City of Aurora	DuPage	22-00351-00-WR
Consultant / Subconsultant Name		Job Number
AMES Engineering, Inc.		P-91-025-23

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

City of Aurora

County

DuPage

Section Number

22-00351-00-WR

Consultant / Subconsultant Name

AMES Engineering, Inc.

Job Number

P-91-025-23

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
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	1	\$65.00	\$65.00
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)	20	\$10.00	\$200.00
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
Utility 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
				\$0.00
TOTAL DIRECT COSTS:				\$265.00

City of Aurora

AMES Engineering, Inc.

DuPage

22-00351-00-WR

P-91-025-23

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	145.08%
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COMPLEXITY FACTOR 0

Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$265.00						\$265.00	2.11%
TOTALS		86	4,420	6,412	1,458	-	12,555	97.89%

City of Aurora

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AMES Engineering, Inc.

P-91-025-23

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 **OF** 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Lighting														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr Electrical Engineer	63.41	30.0	34.88%	22.12	30	34.88%	22.12												
Project Engineer	58.44	20.0	23.26%	13.59	20	23.26%	13.59												
Staff Engineer	35.69	21.0	24.42%	8.72	21	24.42%	8.72												
CADD Technician	39.93	15.0	17.44%	6.96	15	17.44%	6.96												
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TOTALS		86.0	100%	\$51.39	86.0	100.00%	\$51.39	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00