



## SCOPE OF SERVICES

The City of Naperville is proceeding with the Phase II and Land Acquisition phases of the 248th Avenue improvements between 103rd Street and 95th Street. This will be a STP funded project (Section 19-00173-00-PV) that is currently programmed for letting in the DMMC FFY 2026. All Phase II work will be in accordance with applicable IDOT BLRS, FHWA and local City standards. Our scope of services is based on the currently available draft Project Development Report as well as supplemental information regarding planned noise walls along the corridor. There is significant land acquisition required for the project, much of which is attributable to the noise wall construction. 33 parcels are anticipated to be involved with the acquisition of permanent right-of-way and/or easements.

### 1. Data Collection and Early Coordination

- A. **Initial Meeting with City** - Prior to our initial meeting with the City, the Phase II staff will review the approved Project Development Report (PDR) to familiarize ourselves with the design and commitments made during Phase I. We will come to the meeting prepared to discuss the Phase I report and project schedule, discuss permitting submittals and agency coordination, and request any outstanding or updated information from the City.
- B. **Obtain/Update and Review Record Data** - We will obtain and review available City data including, but not limited to, subdivision plans and plats, record plans, airport data, geotechnical reports, right-of-way data, sewer videos, aerial photography and contour mapping, other existing plans, and municipal utility atlases.
- C. **Preliminary Utility Company Coordination** - We will call in a Design J.U.L.I.E. and send letters and project location maps to the utility companies within the project limits in order to confirm or update the information obtained during Phase I.
- D. **Geotechnical Investigation (Coordination Only)** – A Roadway Geotechnical Report was prepared during the Phase I engineering. Supplemental investigations will be performed in accordance with the IDOT geotechnical manual to meet the requirements of this federal-aid project. This will include collecting additional borings for the noise walls, and the preparation of a supplemental geotechnical report. We will work with our geotechnical sub-consultant (*Midland Standard Engineering and Testing*) to develop the most appropriate remediation strategies as required, and report any project budget impacts immediately to the City.
- E. **Field Visit** - We will perform a “plan in hand” field check during which we will:
  - Verify the completeness and accuracy of the design and supplemental survey while familiarizing ourselves with the project area and any special conditions in the field.
  - Review the project area for any problematic drainage conditions that could be remedied as part of this project.
  - Prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design.
  - Establish as accurately as possible, the locations of existing private utilities in the field using atlases obtained during the Data Collection and Early Coordination Phase.
  - Photo document the project area for use during design.
- F. **Structure Inventory** – We will prepare a structure inventory report which will include the type and condition for each manhole, catch basin, inlet, and valve vault within the project limits. We will assess the need for adjustment, reconstruction or replacement of these structures. City staff will be invited to attend this field inventory.
- G. **Verify ESR Limits and Update Environmental Sign-Offs** - We will obtain a copy of the original ESR submittal from the City and confirm that the area of any new ROW or easements were included. If the detailed design requires any work outside the original limits, we will submit an ESR Addendum to IDOT. We anticipate that the clearances in the PDR will expire prior to construction, therefore we will coordinate with IDOT to obtain updated clearances.
- H. **Special Waste Investigations (Coordination Only)** – An updated PESA will need to be prepared based on the date of the original PESA prepared during Phase I and the anticipated letting date. Sampling will also be performed to determine whether excess material can be disposed of at a Clean Construction and Demolition Debris (CCDD) site. Additional information regarding our approach to this investigation is included in the proposal from *Huff and Huff*, who will complete this work as a sub-consultant to Civiltech.



- I. **IDOT Project Kick-off Meeting** - We will conduct a joint meeting with the Illinois Department of Transportation BLRS and Land acquisition to discuss the project and gain everyone's acceptance of the project schedule and commitment to timely reviews.

## 2. **Preliminary (60%) Engineering**

- A. **Plan Base Sheet Preparation** - We will plot the existing topographic survey information and develop Phase II plan base sheets at various scales for use in the development of contract plans. Cross sections will be prepared within the reconstruction section at 50-foot intervals and will include full sections at intersections and high and low points along the roadway profile. Half width cross sections will be prepared at driveways and access points. Any updated existing utility information that has been obtained during the data collection phase will also be plotted on the base sheets.
- B. **Drainage Design** – Drainage design will be in accordance with the Phase I Proposed Drainage Plan (PDP), as well as Naperville and Will County Stormwater Ordinance requirements. The drainage design will include confirming proposed storm sewer sizing as well as detailed inlet spacing. The project will need to demonstrate compliance with the Will County Stormwater Ordinance. The initial drainage design work will include detailed hydrologic and hydraulic modeling as well as an analysis of alternatives for stormwater detention required for the proposed improvement. Since there is no available documentation that the proposed roadway was previously incorporated into the downstream detention ponds, a detailed model that includes this chain of ponds in the residential developments west of 248th Avenue will be developed to analyze the existing conditions as well as the proposed conditions. The proposed model will analyze downstream impacts as a result of the new impervious area created by the widened roadway to determine options for providing additional detention storage (inline vs. using or modifying the downstream ponds). The analysis will ultimately be used to demonstrate compliance with the Will County Stormwater Ordinance.
- C. **Pavement Design** - We will review and finalize the pavement designs completed during Phase I based on the latest IDOT mix designs and specifications. The pavement designs will be in accordance with the geotechnical report, and IDOT specifications and procedures.
- D. **Lighting Design** – There are two existing light poles on the south end of the project just north of 103rd Street and two combination poles at the intersection with Trumpet Avenue. Lighting is proposed from 104rd street to 95th Street. The proposed lighting will be designed similar the lighting layout south of 103rd street with dual mast arm poles running down the center median. When there is no center median or it is too narrow light poles will be placing on the outside of roadway in an opposite spacing.

Photometrics will be completed for the roadway, intersection at Trumpet Avenue and midblock crosswalk at Tall Grass Greenway Trail. It is not expected to make any lighting changes at the 95th Street intersection. The proposed lighting will end approaching the 95th Street intersection. We will perform photometric calculations to meet the City and Illuminating Engineering Society (IES) guidelines along with applicable portions of IDOT District 1's manual "District 1 General Guidelines for Lighting Design". A lighting design report will be completed providing preliminary layout, photometric calculations, catalog cuts of proposed fixtures, voltage drop calculations and any other applicable information.

A new lighting controller will be designed following City standards. Electrical service location will be obtained from utility company. Temporary lighting will not be provided as the existing roadway is not lit.

- E. **Noise Wall Preliminary Studies and Design** – This work will include developing preliminary layouts for the noise walls, while evaluating construction alternatives and impacts.
- F. **Review and Confirm Right-of-Way Requirements** - We will review the proposed roadway alignment and horizontal and vertical geometrics with respect to the existing right-of-way. The survey subconsultant will establish the location of the existing right-of-way throughout the project limits. We will confirm the anticipated acquisitions. This work will be performed early in the design phase so that the right-of-way acquisition process can begin as soon as possible to ensure that the project remains on schedule.
- G. **Preliminary Plans (60%)** - We will prepare preliminary plans containing the following drawings:



- Cover Sheet
- Index of Sheets and List of State and Local Standards
- Summary of Quantities
- Typical Sections
- Alignment, Ties, and Benchmarks (1"=100')
- Existing Condition and Removal Plans (1"=20' dual view)
- Roadway Plan and Profile (1"=20')
- Shared Use Path Profile (1"=20') Tri-Pane
- Drainage and Utilities (1"=20')
- Stormwater Details
- Maintenance of Traffic Concept - 3 stages
- Pavement Marking and Signing Plan 1"=50' (dual pane)
- Landscaping Plan 1"=50' (dual pane)
- Lighting Plan (1"=20')
- West Noise Wall Plan and Elevation
- East Noise Wall Plan and Elevation
- Cross Sections; 1"=5' H: 1"=10' V

Preliminary Plans will be developed using the findings and recommendations of the approved PDR and the design criteria contained in the Illinois Department of Transportation's Bureau of Local Roads and Streets (BLRS) manual. The Preliminary Plan preparation and submittal will serve as a progress submittal for review by the City staff, in an effort to identify and address any significant design issues prior to completing pre-final plans. We will communicate with the City throughout the design process to resolve any current design issues.

In an effort to alert the various utility companies of possible conflicts and to advise them of the overall project schedule, we will submit the preliminary plans for their review. It is our intention that this submittal will allow the utility companies to review the plans to determine where additional information is needed concerning the location of their facilities.

- H. Preliminary Quantity Calculations and Estimate of Cost** – In order to ensure that the project is tracking within the projected budget, a cost estimate will be prepared using the portions of the plans that have been completed. Estimated costs will be included for those items that have not yet been designed or detailed.
- I. Preliminary Design Review Meetings** - We will coordinate a meeting with City staff in order to discuss the project. The meetings will be scheduled such that all parties will have had an opportunity to review the preliminary plans and provide comments

### **3. Pre-Final (90%) Plans, Special Provisions and Estimates**

- A. Pre-Final Plans** – The development of Pre-Final Contract Plans and documents will proceed throughout the City's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the approved PDR, the applicable sections of the BLRS manual, BDE manual, applicable IDOT Standards and in accordance with current City standards and practices. We anticipate that the contract plans will contain the following drawings:

- Cover Sheet
- Index of Sheets and List of State and Local Standards
- General Notes and List of Commitments
- Summary of Quantities
- Schedule of Quantities
- Typical Sections
- Alignment, Ties, and Benchmarks (1"=100')
- Existing Condition and Removal Plans (1"=20' dual view)
- Roadway Plan and Profile (1"=20')
- Shared Use Path Profile (1"=20') Tri-Pane



- Drainage and Utilities (1"=20')
- Stormwater Details
- Stages of Construction – Sequences and Typical Sections
- Stages of Construction – 3 stages, 1"=50' (dual pane) Includes Pedestrians
- Soil Erosion and Sediment Control General Notes
- Erosion Control Plan (1"=50') (dual pane)
- Landscaping Plan (1"=50') (dual pane)
- Plat of Highways (Coordination Only)
- Intersection Grading Details (1"=20')
- ADA Ramp Details 1"=5' (dual pane)
- Pavement Marking and Signing Plan 1"=50' (dual pane)
- Traffic Signal Modification Plan - 248th Ave/103rd St
- Cable Plan, Sequences and Schedule of Quantities - 248th Ave/103rd St
- Flashing Beacon Installation Plan - 248th Ave/Tall Grass Greenway Trail
- Temporary Traffic Signal Installation Plan - 248th Ave/Trumpet Ave
- Temporary Traffic Signal Staging Plan - Stage 1 - 248th Ave/Trumpet Ave
- Temporary Traffic Signal Staging Plan - Stage 2 - 248th Ave/Trumpet Ave
- Temporary Traffic Signal Staging Plan - Stage 3 - 248th Ave/Trumpet Ave
- Temporary Cable Plan and Sequences - 248th Ave/Trumpet Ave
- Traffic Signal Modification Plan - 248th Ave/Trumpet Ave
- Cable Plan, Sequences and Schedule of Quantities - 248th Ave/Trumpet Ave
- Temporary Traffic Signal Installation Plan - 248th Ave/95th Street
- Temporary Traffic Signal Staging Plan - Stage 1 - 248th Ave/95th Street
- Temporary Traffic Signal Staging Plan - Stage 2 - 248th Ave/95th Street
- Temporary Traffic Signal Staging Plan - Stage 3 - 248th Ave/95th Street
- Temporary Cable Plan and Sequences - 248th Ave/95th Street
- Traffic Signal Modification Plan - 248th Ave/95th Street
- Cable Plan, Sequences and Schedule of Quantities - 248th Ave/95th St
- Temporary Interconnect Schematic
- Interconnect Schematic
- IDOT Details
- Lighting Legend, Notes and Bill of Materials
- Lighting Plan (1"=20')
- Lighting Circuit Diagram
- Lighting Details
- West Noise Abatement Wall
- East Noise Abatement Wall
- Noise Abatement Wall Details
- Soil Boring Logs
- Cross Sections; 1"=5' H: 1"=10' V
- Construction Details / IDOT District One Standards

The pre-final contract documents will be submitted to the City and IDOT for review. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals to ensure that no utility company is neglecting the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

We have assumed that the median landscaping design will include turf and potentially trees spaced along the corridor. No decorative plantings or irrigation is anticipated.

**B. Pre-Final Special Provisions** - We will prepare special provisions that supplement or amend the specifications contained



in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable City special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment (BDE) Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

- C. **Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the pre-final stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.
- D. **Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. The unit prices for the various items of work will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.
- E. **Pre-Final QC/QA Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a full contract document review at this time. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.
- F. **Pre-Final Project Review Meeting** - A project review meeting will be held with the City and IDOT to address design issues and plan comments generated from the pre-final contract document review.

#### 4. **Final (100%) Plans, Special Provisions and Estimates**

- A. **Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized.

In order to assist the Resident Engineer (RE) we will furnish the City, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

Since this is a Federal-aid project, IDOT will be responsible for letting the project. Therefore, we will provide IDOT with one full size set of the original plans and bid documents, as well as the number of reduced size copies that they request. We will also furnish the City the requested type and number of copies of the final documents.

- B. **Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and reflected in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.
- C. **Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.
- D. **Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities. Civiltech will assist the City and prepare a draft version of the joint agreement (BLR 05310) for construction between IDOT and the City. We will work with the Planning Liaison (PL) at DMMC to finalize the agreement before it gets submitted to IDOT BLRS for approval by the planning liaisons.
- E. **Final QC/QA Review** - Prior to the final submittal a second QC/QA review of the plans and special provisions will be performed according to our documented Quality Control / Quality Assurance Plan.

#### 5. **Project Administration, Coordination and Permits**

- A. **Project Administration** - This item includes project setup, monthly invoicing, and preparation of status reports. In addition, this item includes coordinating meetings with the City as well as internal project team coordination.



- B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible. We will provide to the City all reports, plans, studies and other information as requested in digital format.
- C. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.
- Should any utility relocation work be necessary, we will work with the utility companies as they develop relocation plans, provide them with electronic files when requested and review those plans when they are submitted. We anticipate meeting with each utility one time during the preparation of their relocation plans.
- D. IDOT BLRS/DMMC Coordination and Joint Agreement Preparation** - We have included a nominal amount of time to work with the City, IDOT, and Council of Mayors in the preparation of project update forms, the Project Program Information Form, and the joint agreements for construction. This item will also include ongoing coordination with DMMC to ensure that they are up to date on the project status from schedule and funding standpoints.
- E. Prepare and Update Wetland Delineation and Report** – The previous Phase 1 Wetland Delineation Report will need to be updated. The Wetland Delineation Report will follow methodology outlined in the USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), and the Will County Stormwater Ordinance.
- F. Will County Stormwater and Wetland Permitting and Documentation** – The project will be designed to comply with the requirements of the Will County Stormwater Ordinance. Documentation related to stormwater detention, floodplain impacts as well as wetland impacts will be compiled to demonstrate compliance with the Ordinance. We anticipate a permit submittal to the City of Naperville for review.
- G. USACE 404 Permit** – There is an anticipated impacted to one USACE jurisdictional wetland that will require a 404 permit. We will complete and submit the 404 permit application to USACE as well as coordinate the required wetland mitigation.
- H. NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, City, and County requirements.
- I. Coordination with Appraisers and Negotiators** - This item includes work involved with coordination between the Phase II design team and the appraisers and negotiators. This work typically includes providing the appraisers and negotiators with exhibits for use during meetings with the property owners, and providing information regarding the design and potential modifications to the same.
- J. Bid Phase Assistance** – Since this project involves federal funds, IDOT will be responsible for letting the project. We will be available to respond to questions submitted to IDOT by contractors. We will also review the total bid numbers received by IDOT and make a recommendation to the City regarding accepting the bids.
- K. Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at IDOT to answer any questions regarding the project.
- L. Respond to RFI's** – We anticipate that Requests for Information (RFI's) will be submitted by the Contractor and/or RE during construction. Our designers will review and respond to any questions that come up during the pre-construction and construction phase of the contract.
- M. Noise Wall Shop Drawing Review** – Shop drawings will be submitted by the contractor in accordance with the contract documents. Civiltech's structural engineers will review, respond and ultimately approve the shop drawings for the noise walls.



Phase II Design Engineering Services  
 248th Avenue from 103rd Street to 95th Street

City of Naperville

## COST ESTIMATE OF CONSULTANT SERVICES

Element of Work	Employee Classification	Man-hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
1 Early Coordination and Data Collection						\$ 81,344.00	\$ 50.00	\$ -	\$ 81,394.00
	Director of Design Services	0	\$ 78.00	\$ -	\$ -			\$ -	\$ -
	Senior Project Manager	21	\$ 67.50	\$ 1,417.50	\$ 1,716.17			\$ 454.38	\$ 3,588.05
	Engineer IV	33	\$ 44.00	\$ 1,452.00	\$ 1,757.94			\$ 465.44	\$ 3,675.38
	Engineer II	32	\$ 35.00	\$ 1,120.00	\$ 1,355.98			\$ 359.02	\$ 2,835.00
	Chief Structural Engineer	6	\$ 78.00	\$ 468.00	\$ 566.61			\$ 150.02	\$ 1,184.63
	Structural Engineer	6	\$ 46.00	\$ 276.00	\$ 334.15			\$ 88.47	\$ 698.63
	Director of Water Resources	2	\$ 78.00	\$ 156.00	\$ 188.87			\$ 50.01	\$ 394.88
	Water Resources Engineer	4	\$ 37.50	\$ 150.00	\$ 181.61			\$ 48.08	\$ 379.69
	Traffic Signal Engineer	8	\$ 44.50	\$ 356.00	\$ 431.01			\$ 114.12	\$ 901.13
	Lighting Engineer	6	\$ 48.50	\$ 291.00	\$ 352.31			\$ 93.28	\$ 736.59
	QA/QC - Constructability Engineer	0	\$ 54.50	\$ -	\$ -			\$ -	\$ -
2 Preliminary (60%) Engineering						\$ 85,547.00	\$ 750.00	\$ -	\$ 86,297.00
	Director of Design Services	0	\$ 78.00	\$ -	\$ -			\$ -	\$ -
	Senior Project Manager	117	\$ 67.50	\$ 7,897.50	\$ 9,561.50			\$ 2,531.56	\$ 19,990.56
	Engineer IV	264	\$ 44.00	\$ 11,616.00	\$ 14,063.49			\$ 3,723.53	\$ 29,403.02
	Engineer II	390	\$ 35.00	\$ 13,650.00	\$ 16,526.06			\$ 4,375.53	\$ 34,551.58
	Chief Structural Engineer	40	\$ 78.00	\$ 3,120.00	\$ 3,777.38			\$ 1,000.12	\$ 7,897.50
	Structural Engineer	156	\$ 46.00	\$ 7,176.00	\$ 8,687.98			\$ 2,300.28	\$ 18,164.26
	Director of Water Resources	38	\$ 78.00	\$ 2,964.00	\$ 3,588.51			\$ 950.11	\$ 7,502.63
	Water Resources Engineer	240	\$ 37.50	\$ 9,000.00	\$ 10,896.30			\$ 2,884.96	\$ 22,781.26
	Traffic Signal Engineer	12	\$ 44.50	\$ 534.00	\$ 646.51			\$ 171.17	\$ 1,351.69
	Lighting Engineer	96	\$ 48.50	\$ 4,656.00	\$ 5,637.02			\$ 1,492.49	\$ 11,785.51
	QA/QC - Constructability Engineer	0	\$ 54.50	\$ -	\$ -			\$ -	\$ -
3 Pre-Final (90%) Plans, Special Provisions and Estimates						\$ 169,950.00	\$ 94,850.00	\$ -	\$ 264,800.00
	Director of Design Services	24	\$ 78.00	\$ 1,872.00	\$ 2,266.43			\$ 600.07	\$ 4,738.50
	Senior Project Manager	162	\$ 67.50	\$ 10,935.00	\$ 13,239.00			\$ 3,505.23	\$ 27,679.24
	Engineer IV	375	\$ 44.00	\$ 16,500.00	\$ 19,976.55			\$ 5,289.10	\$ 41,765.65
	Engineer II	595	\$ 35.00	\$ 20,825.00	\$ 25,212.83			\$ 6,675.48	\$ 52,713.31
	Chief Structural Engineer	58	\$ 78.00	\$ 4,524.00	\$ 5,477.21			\$ 1,450.17	\$ 11,451.38
	Structural Engineer	265	\$ 46.00	\$ 12,190.00	\$ 14,758.43			\$ 3,907.52	\$ 30,855.96
	Director of Water Resources	24	\$ 78.00	\$ 1,872.00	\$ 2,266.43			\$ 600.07	\$ 4,738.50
	Water Resources Engineer	90	\$ 37.50	\$ 3,375.00	\$ 4,086.11			\$ 1,081.86	\$ 8,542.97
	Traffic Signal Engineer	289	\$ 44.50	\$ 12,860.50	\$ 15,570.21			\$ 4,122.45	\$ 32,553.16
	Lighting Engineer	49	\$ 48.50	\$ 2,376.50	\$ 2,877.23			\$ 761.79	\$ 6,015.52
	QA/QC - Constructability Engineer	24	\$ 54.50	\$ 1,308.00	\$ 1,583.60			\$ 419.28	\$ 3,310.88
4 Final (100%) Plans, Special Provisions and Estimates						\$ -	\$ 750.00	\$ -	\$ 750.00
	Director of Design Services	16	\$ 78.00	\$ 1,248.00	\$ 1,510.95			\$ 400.05	\$ 3,159.00
	Senior Project Manager	21	\$ 67.50	\$ 1,417.50	\$ 1,716.17			\$ 454.38	\$ 3,588.05
	Engineer IV	52	\$ 44.00	\$ 2,288.00	\$ 2,770.08			\$ 733.42	\$ 5,791.50
	Engineer II	50	\$ 35.00	\$ 1,750.00	\$ 2,118.73			\$ 560.97	\$ 4,429.69
	Chief Structural Engineer	6	\$ 78.00	\$ 468.00	\$ 566.61			\$ 150.02	\$ 1,184.63
	Structural Engineer	39	\$ 46.00	\$ 1,794.00	\$ 2,172.00			\$ 575.07	\$ 4,541.07
	Director of Water Resources	2	\$ 78.00	\$ 156.00	\$ 188.87			\$ 50.01	\$ 394.88
	Water Resources Engineer	32	\$ 37.50	\$ 1,200.00	\$ 1,452.84			\$ 384.66	\$ 3,037.50
	Traffic Signal Engineer	55	\$ 44.50	\$ 2,447.50	\$ 2,963.19			\$ 784.55	\$ 6,195.24
	Lighting Engineer	37	\$ 48.50	\$ 1,794.50	\$ 2,172.60			\$ 575.23	\$ 4,542.33
	QA/QC - Constructability Engineer	12	\$ 54.50	\$ 654.00	\$ 791.80			\$ 209.64	\$ 1,655.44
5 Project Administration, Coordination and Permits						\$ -	\$ 400.00	\$ -	\$ 400.00
	Director of Design Services	40	\$ 78.00	\$ 3,120.00	\$ 3,777.38			\$ 1,000.12	\$ 7,897.50
	Senior Project Manager	156	\$ 67.50	\$ 10,530.00	\$ 12,748.67			\$ 3,375.41	\$ 28,654.08
	Engineer IV	172	\$ 44.00	\$ 7,568.00	\$ 9,162.58			\$ 2,425.93	\$ 19,156.51
	Engineer II	160	\$ 35.00	\$ 5,600.00	\$ 6,779.92			\$ 1,795.09	\$ 14,175.01
	Chief Structural Engineer	22	\$ 78.00	\$ 1,716.00	\$ 2,077.56			\$ 550.07	\$ 4,343.63
	Structural Engineer	44	\$ 46.00	\$ 2,024.00	\$ 2,450.46			\$ 648.80	\$ 5,123.25
	Director of Water Resources	18	\$ 78.00	\$ 1,404.00	\$ 1,699.82			\$ 450.05	\$ 3,553.88
	Water Resources Engineer	114	\$ 37.50	\$ 4,275.00	\$ 5,175.74			\$ 1,370.36	\$ 10,821.10
	Traffic Signal Engineer	2	\$ 44.50	\$ 89.00	\$ 107.75			\$ 28.53	\$ 225.28
	Lighting Engineer	10	\$ 48.50	\$ 485.00	\$ 587.19			\$ 155.47	\$ 1,227.66
	QA/QC - Constructability Engineer	0	\$ 54.50	\$ -	\$ -			\$ -	\$ -
<b>Totals</b>		<b>4,486</b>		<b>\$ 206,966.50</b>	<b>\$ 250,574.34</b>	<b>\$ 336,841.00</b>	<b>\$ 96,800.00</b>	<b>\$ 66,343.42</b>	<b>\$ 957,525.26</b>



Phase II Design Engineering Services  
**248th Avenue from 103rd Street to 95th Street**

City of Naperville

## WORKHOURS

Item No.	Task	Staff Classifications & Workhours											Total Workhours	% of Workhours	
		Director of Design Services	Senior Project Manager	Engineer IV	Engineer II	Chief Structural Engineer	Structural Engineer	Director of Water Resources	Water Resources Engineer	Traffic Signal Engineer	Lighting Engineer	QA/QC - Constructability Engineer			
<b>Scope of Services</b>															
<b>1</b>	<b>Early Coordination and Data Collection</b>														
A.	Initial Meeting with the City		2	2	3									7	5.9%
B.	Obtain/Update and Review Record Data		2	4	4			2	4	2	2			20	16.9%
C.	Preliminary Utility Company Coordination		1	2	4					2				9	7.6%
D.	Geotechnical Investigations (Coordination Only)		2	2		2	2							8	6.8%
E.	Field Visit		8	8	8	4	4			4	4			40	33.9%
F.	Structure Inventory			8	8									16	13.6%
G.	Verify ESR Limits and Update Environmental Sign-Offs		1	2	2									5	4.2%
H.	Special Waste Investigations (Coordination Only)		3	3										6	5.1%
I.	IDOT Project Kick-Off Meeting		2	2	3									7	5.9%
	<b>Item 1 Subtotal</b>	<b>0</b>	<b>21</b>	<b>33</b>	<b>32</b>	<b>6</b>	<b>6</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>6</b>	<b>0</b>	<b>118</b>	<b>100.0%</b>	
<b>2</b>	<b>Preliminary (60%) Engineering</b>														
A.	Plan Base Sheet Preparation		4	24	40									68	5.0%
B.	Drainage Design (Includes Storm Water Detention Analysis of Alternatives)							20	160					180	13.3%
C.	Pavement Design		1	2	4									7	0.5%
D.	Lighting Design		12								60			72	5.3%
E.	Noise Wall Preliminary Studies and Design					8	40							48	3.5%
F.	Review and Confirm Right-of-Way Requirements		8	16	16	2	8	2	8					60	4.4%
G.	Preliminary Plans (65%)														
	<u>Sheets</u>														
	Cover Sheet		1	1	2									4	0.3%
	Index of Sheets and List of State and Local Standards		1	3	1									5	0.4%
	Summary of Quantities		5	8	12									21	1.6%
	Typical Sections		2	8	16									25	1.8%
	Alignment, Ties, and Benchmarks (1"=100')		1	4	8									13	1.0%
	Existing Condition and Removal Plans (1"=20' dual view)		6	20	24									48	3.5%
	Roadway Plan and Profile (1"=20')		11	16	40	48								104	7.7%
	Shared Use Path Profile (1"=20') Tri-Pane		4	16	24									44	3.3%
	Drainage and Utilities (1"=20')		11	16	24	24		12	24					100	7.4%
	Stormwater Details		2	2	8	16		4	40					70	5.2%
	Maintenance of Traffic Concept - 3 stages		6	12	24	40								76	5.6%
	Pavement Marking and Signing Plan 1"=50' (dual pane)		2	2	4	12								18	1.3%
	Landscaping Plan 1"=50' (dual pane)		2	1	4	12								17	1.3%
	Lighting Plan (1"=20')		6	4	16						24			44	3.3%
	West Noise Wall Plan and Elevation		7			16	60							76	5.6%
	East Noise Wall Plan and Elevation		4			12	40							52	3.8%
	Cross Sections; 1"=5' H: 1"=10' V		22	16	32	48								96	7.1%
H.	Preliminary Quantity Calculations and Estimate of Cost		8	24	24	2	8		8	12	12			98	7.2%
I.	Preliminary Design Review Meeting		2	2	3									7	0.5%
	<b>Item 2 Subtotal</b>	<b>0</b>	<b>117</b>	<b>264</b>	<b>390</b>	<b>40</b>	<b>156</b>	<b>38</b>	<b>240</b>	<b>12</b>	<b>96</b>	<b>0</b>	<b>1,353</b>	<b>100.0%</b>	





Phase II Design Engineering Services  
**248th Avenue from 103rd Street to 95th Street**

City of Naperville

## WORKHOURS CONTINUED

<b>3 Pre-Final (90%) Plans, Special Provisions and Estimates</b>												
<b>A. Pre-Final Plans</b>												
	<b>Sheets</b>											
Cover Sheet	1	1	1	1							3	0.2%
Index of Sheets and List of State and Local Standards	1	1	1	1							3	0.2%
General Notes and List of Commitments	2	1	3	4							8	0.4%
Summary of Quantities	15	1	8	8							17	0.9%
Schedule of Quantities	5	3	8	24							35	1.8%
Typical Sections	3	1	4	12							17	0.9%
Alignment, Ties, and Benchmarks (1"=100')	1	1	4	8							13	0.7%
Existing Condition and Removal Plans (1"=20' dual view)	6	4	12	24							40	2.0%
Roadway Plan and Profile (1"=20')	11	16	40	60							116	5.9%
Shared Use Path Profile (1"=20') Tri-Pane	4	4	16	20							40	2.0%
Drainage and Utilities (1"=20')	11	16	24	24	16	40					120	6.1%
Stormwater Details	2	2	8	12	8	32					62	3.2%
Stages of Construction – Sequences and Typical Sections	1	4	8	16							28	1.4%
Stages of Construction – 3 stages, 1"=50' (dual pane) Includes Pedestrians	6	16	40	80							136	7.0%
Soil Erosion and Sediment Control General Notes	1	1	4	8							13	0.7%
Erosion Control Plan (1"=50') (dual pane)	2	2	12	24							38	1.9%
Landscaping Plan (1"=50') (dual pane)	2	2	12	24							38	1.9%
Plat of Highways (Coordination Only)	20	8	8	4							20	1.0%
Intersection Grading Details (1"=20')	3	8	16	24							48	2.5%
ADA Ramp Details 1"=5' (dual pane)	10	16	40	60							116	5.9%
Pavement Marking and Signing Plan 1"=50' (dual pane)	2	2	12	24							38	1.9%
Traffic Signal Modification Plan - 248th Ave/103rd St	1							28			28	1.4%
Cable Plan, Sequences and Schedule of Quantities - 248th Ave/103rd St	1							8			8	0.4%
Flashing Beacon Installation Plan - 248th Ave/Tall Grass Greenway Trail	1							30			30	1.5%
Temporary Traffic Signal Installation Plan - 248th Ave/Trumpet Ave	1							28			28	1.4%
Temporary Traffic Signal Staging Plan - Stage 1 - 248th Ave/Trumpet Ave	1							8			8	0.4%
Temporary Traffic Signal Staging Plan - Stage 2 - 248th Ave/Trumpet Ave	1							8			8	0.4%
Temporary Traffic Signal Staging Plan - Stage 3 - 248th Ave/Trumpet Ave	1							8			8	0.4%
Temporary Cable Plan and Sequences - 248th Ave/Trumpet Ave	1							8			8	0.4%
Traffic Signal Modification Plan - 248th Ave/Trumpet Ave	1							28			28	1.4%
Cable Plan, Sequences and Schedule of Quantities - 248th Ave/Trumpet Ave	3							8			8	0.4%
Temporary Traffic Signal Installation Plan - 248th Ave/95th Street	1							28			28	1.4%
Temporary Traffic Signal Staging Plan - Stage 1 - 248th Ave/95th Street	1							8			8	0.4%
Temporary Traffic Signal Staging Plan - Stage 2 - 248th Ave/95th Street	1							8			8	0.4%
Temporary Traffic Signal Staging Plan - Stage 3 - 248th Ave/95th Street	1							8			8	0.4%
Temporary Cable Plan and Sequences - 248th Ave/95th Street	1							8			8	0.4%
Traffic Signal Modification Plan - 248th Ave/95th Street	1							28			28	1.4%
Cable Plan, Sequences and Schedule of Quantities - 248th Ave/95th St	1							8			8	0.4%
Temporary Interconnect Schematic	1							4			4	0.2%
Interconnect Schematic	1							8			8	0.4%
IDOT Details	1							2			2	0.1%
Lighting Legend, Notes and Bill of Materials	1	1		1					2		4	0.2%
Lighting Plan (1"=20')	6	12	24	24					24		60	3.1%
Lighting Circuit Diagram	1	4		4					4		12	0.6%
Lighting Details	4	4		6					4		14	0.7%
West Noise Abatement Wall	7				24	112					136	7.0%
East Noise Abatement Wall	4				16	80					96	4.9%
Noise Abatement Wall Details	2				12	40					52	2.7%
Soil Boring Logs	10				2	8					10	0.5%
Cross Sections; 1"=5' H: 1"=10' V	26	16	32	40							88	4.5%
Construction Details / IDOT District One Standards	8	1	2	2							5	0.3%
<b>B. Pre-Final Special Provisions</b>		4	12	8	2	12		4	4	8	54	2.8%



## WORKHOURS CONTINUED

4 Final (100%) Plans, Special Provisions and Estimates														
A. Final Plans	4	16	40	40	4	32	2	24	48	28			238	73.9%
B. Final Special Provisions		2	4	3	2	2		2	2	4			21	6.5%
C. Final Quantity Calculations		2	6	6		4		6	4	4			32	9.9%
D. Final Estimate of Cost and Construction Time		1	2	1		1			1	1			7	2.2%
E. Final QC/QA Review	12											12	24	7.5%
<b>Item 4 Subtotal</b>	<b>16</b>	<b>21</b>	<b>52</b>	<b>50</b>	<b>6</b>	<b>39</b>	<b>2</b>	<b>32</b>	<b>55</b>	<b>37</b>	<b>12</b>	<b>12</b>	<b>322</b>	<b>100.0%</b>
5 Project Administration, Coordination and Permits														
A. Project Administration	24	40	24										88	11.9%
B. Project Submittals		9	12	12									33	4.5%
C. Utility Company Coordination	4	12	80	80						8			184	24.9%
D. IDOT BLRS/Council of Mayors Coordination and Joint Agreement Preparation	4	24	12	12									52	7.0%
E. Prepare/Update Wetland Delineation and Report (Coordination Only)		6					1						7	0.9%
F. Will County Stormwater and Wetland Permitting and Documentation		4	4	8			8	60					84	11.4%
G. USACE 404 Permit		2	2	4			8	40					56	7.6%
H. NPDES Permitting and Documentation		1	2				1	12					16	2.2%
I. Coordination with Appraisers and Negotiators	8	40	24	40									112	15.2%
J. Bid Phase Assistance		8	4	4									16	2.2%
K. Pre-Construction Meeting Attendance		2											2	0.3%
L. Respond to RFI's		8	8		2	4		2	2	2			28	3.8%
M. Noise Wall Shop Drawing Reviews					20	40							60	8.1%
<b>Item 5 Subtotal</b>	<b>40</b>	<b>156</b>	<b>172</b>	<b>160</b>	<b>22</b>	<b>44</b>	<b>18</b>	<b>114</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>738</b>	<b>100.0%</b>
<b>Total Workhours:</b>	<b>80</b>	<b>477</b>	<b>896</b>	<b>1,227</b>	<b>132</b>	<b>510</b>	<b>84</b>	<b>480</b>	<b>366</b>	<b>198</b>	<b>36</b>	<b>36</b>	<b>4,486</b>	
<b>% of Workhours:</b>	<b>1.8%</b>	<b>10.6%</b>	<b>20.0%</b>	<b>27.4%</b>	<b>2.9%</b>	<b>11.4%</b>	<b>1.9%</b>	<b>10.7%</b>	<b>8.2%</b>	<b>4.4%</b>	<b>0.8%</b>	<b>0.8%</b>	<b>100.0%</b>	



## DIRECT AND SUBCONSULTANT COSTS

Item No.	Task	In-House Direct Cost	Sub-Consultant Cost
<b>1 Early Coordination and Data Collection</b>			
	Sub-Consultant: Midland Standard Engineering and Testing (Geotech)		\$43,060.00
	Sub-Consultant: Huff & Huff (Special Waste and CCDD Testing)		\$38,284.00
	Mileage: 2 trips @ 40 mi./round trip @ \$0.625/mi.	\$50.00	
	<b>Item 1 Subtotal</b>	<b>\$50.00</b>	<b>\$81,344.00</b>
<b>2 Preliminary (60%) Engineering</b>			
	Sub-Consultant: Ruettiger Tonelli (Supplemental Survey & Right-of-Way Documents)		\$85,547.00
	Printing:	\$500.00	
	Shipping: 8 packages @ \$25/ea.	\$200.00	
	Mileage: 2 trips @ 40 mi./round trip @ \$0.625/mi.	\$50.00	
	<b>Item 2 Subtotal</b>	<b>\$750.00</b>	<b>\$85,547.00</b>
<b>3 Pre-Final (90%) Plans, Special Provisions and Estimates</b>			
	Appraisals: Dave White (In-house Direct Cost)		
	33 X Parcels at \$2,700 per parcel	\$89,100.00	
	Sub-Consultant: T Engineering (Review Appraisals)		
	33 X Parcels at \$1,350 per parcel		\$44,550.00
	Sub-Consultant: Santacruz Associates (Negotiations)		\$125,400.00
	Permitting Fee Allowance:	\$5,000.00	
	Printing:	\$500.00	
	Shipping: 8 packages @ \$25/ea.	\$200.00	
	Mileage: 2 trips @ 40 mi./round trip @ \$0.625/mi.	\$50.00	
	<b>Item 3 Subtotal</b>	<b>\$94,850.00</b>	<b>\$169,950.00</b>
<b>4 Final (100%) Plans, Special Provisions and Estimates</b>			
	Printing:	\$500.00	
	Shipping: 8 packages @ \$25/ea.	\$200.00	
	Mileage: 2 trips @ 40 mi./round trip @ \$0.625/mi.	\$50.00	
	<b>Item 4 Subtotal</b>	<b>\$750.00</b>	<b>\$0.00</b>
<b>5 Project Administration, Coordination and Permits</b>			
	Printing:	\$250.00	
	Shipping: 4 packages @ \$25/ea.	\$100.00	
	Mileage: 2 trips @ 40 mi./round trip @ \$0.625/mi.	\$50.00	
	Permit Application Fees:	\$0.00	
	Wetland Bank Credits (by City)		
	<b>Item 5 Subtotal</b>	<b>\$400.00</b>	<b>\$0.00</b>
	<b>Total In-House Direct Costs:</b>	<b>\$96,800.00</b>	<b>-</b>
	<b>Total Subconsultant Costs:</b>	<b>-</b>	<b>\$336,841.00</b>
	<b>TOTAL IN-HOUSE DIRECT &amp; SUBCONSULTANT COSTS:</b>	<b>\$433,641.00</b>	



# Ruettiger, Tonelli & Associates, Inc.

Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants

October 18, 2022

Civiltech Engineering, Inc.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

Attn: Jonathan R. Vana, PE

Re: 248<sup>th</sup> Avenue – 103<sup>rd</sup> Street to 95<sup>th</sup> Street, Naperville, IL  
Scope of Work - Revised

Dear Mr. Vana,

As part of your team for Phase II engineering for the 248<sup>th</sup> Avenue project, Ruettiger, Tonelli & Associates, Inc. (RT&A) will provide land surveying services to prepare land acquisition documents for parcels along the proposed location. This includes field and office resources to prepare statutory Plat of Highways, legal descriptions, and field staking of the proposed takes and permanent easements, as well as a supplemental topographic survey in predetermined areas to facilitate design. All work will be performed per IDOT standards.

RT&A will also contract with Wheatland Title to obtain title commitments for the 33 subject parcels.

Client shall provide:

- Proposed right of way requirements (DGN format);
- Proposed alignment (DGN format)
- Permission for RT&A to enter the subject parcels

Based on the supplied PDF requirements provided by your office, RT&A will prepare a +/- 17 page set of Plat of Highways for 248<sup>th</sup> Avenue consisting of approximately 33 parcels. These 33 parcels will have approximately 7 proposed takes, 23 permanent easements, and 14 temporary easements, 44 legal descriptions to be written and +/-21 building locations. All areas of the total holding parcels and proposed takes and temporary easements will be listed.

Deliverables:

- +/- 17 page set of preliminary Plat of Highways (PDF format) for IDOT review
- +/- 17 page set of final Plat of Highways (PDF and/or mylar format)
- 44 total proposed legal descriptions (PDF and/or Word format)
- Upon request, all documents associated with the project, including but not limited to, recorded documents, survey field notes, raw survey data and private records.
- CAD (Microstation SS4) base file of supplemental topographic areas.

RT&A will provide one set of revisions based on IDOT review.

The time frame to complete this project will be approximately three to four (3-4) months from written authorization to proceed.

The estimated costs are summarized in the attached cost estimate of consultant services.

Thank you for the opportunity to be part of your team. We look forward to working with you. Please let me know if you should have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenneth J. Pesavento". The signature is fluid and cursive, with a large initial "K" and "P".

Kenneth J. Pesavento, PLS

## PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Ruettiger, Tonelli & Assoc.  
 PRIME/SUPPLEMENT Prime  
 Prepared By Kenneth J. Pesavento

DATE 10/18/22  
 PTB-ITEM# 193-248th Avenue

CONTRACT TERM 4 MONTHS  
 START DATE 11/1/2022  
 RAISE DATE 1/1/2023  
 END DATE 2/28/2023

OVERHEAD RATE 130.97%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 2%

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	11/1/2022	1/1/2023	2	50.00%
1	1/2/2023	3/1/2023	2	51.00%

---

The total escalation = 1.00%

# PAYROLL RATES

**FIRM NAME** Ruettiger, Tonelli & Assoc **DATE** 10/18/22  
**PRIME/SUPPLEMENT** Prime  
**PTB-ITEM #** 193-248th Avenue

**ESCALATION FACTOR** **1.00%**

*Note: Rates should be capped on the AVG 1 tab as necessary*

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Surveyor	\$64.23	\$64.87
PLS	\$58.96	\$59.55
Party Chief	\$37.87	\$38.25
Instrument Operator	\$24.00	\$24.24
Survey Tech	\$32.79	\$33.12
Clerical	\$20.48	\$20.68
Principal	\$70.00	\$70.70





### AVERAGE HOURLY PROJECT RATES

**FIRM** Ruettiger, Tonelli & Assoc.  
**PTB-ITEM#** 193-248th Avenue  
**PRIME/SUPPLEMENT** Prime

**DATE** 10/18/22

**SHEET** 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Research			ROW/ PLSS Survey			Appraisers Topography			Analysis / Computations			Drafting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Surveyor	64.87	133.0	19.76%	12.82										66	100.00%	64.87			
PLS	59.55	0.0																	
Party Chief	38.25	153.0	22.73%	8.70				60	50.00%	19.12	42	50.00%	19.12						
Instrument Operator	24.24	153.0	22.73%	5.51				60	50.00%	12.12	42	50.00%	12.12						
Survey Tech	33.12	214.0	31.80%	10.53													206	100.00%	33.12
Clerical	20.68	20.0	2.97%	0.61	4	100.00%	20.68												
Principal	70.70	0.0																	
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<b>TOTALS</b>		673.0	100%	\$38.17	4.0	100.00%	\$20.68	120.0	100%	\$31.24	84.0	100%	\$31.24	66.0	100%	\$64.87	206.0	100%	\$33.12

## AVERAGE HOURLY PROJECT RATES

**FIRM** Ruettiger, Tonelli & Assoc.  
**PTB-ITEM#** 193-248th Avenue  
**PRIME/SUPPLEMENT** Prime

**DATE** 10/18/22

**SHEET** 2 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Legal Descriptions			Monumentation			Review QA/QC			Project Administration			Topographic Survey Field			Computations Topo Survey		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Surveyor	64.87	35	68.63%	44.52				17	100.00%	64.87	10	100.00%	64.87				2	100.00%	64.87
PLS	59.55																		
Party Chief	38.25				27	50.00%	19.12							24	50.00%	19.12			
Instrument Operator	24.24				27	50.00%	12.12							24	50.00%	12.12			
Survey Tech	33.12																		
Clerical	20.68	16	31.37%	6.49															
Principal	70.70																		
<b>TOTALS</b>		51.0	100%	\$51.01	54.0	100%	\$31.24	17.0	100%	\$64.87	10.0	100%	\$64.87	48.0	100%	\$31.24	2.0	100%	\$64.87

### AVERAGE HOURLY PROJECT RATES

**FIRM** Ruettiger, Tonelli & Assoc.  
**PTB-ITEM#** 193-248th Avenue  
**PRIME/SUPPLEMENT** Prime

**DATE** 10/18/22

**SHEET** 3 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drafting Topo Survey			Review QA/QC Topo			Project Administration Topo			Title Commitments-33			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						
Project Surveyor	64.87				1	100.00%	64.87	2	100.00%	64.87									
PLS	59.55																		
Party Chief	38.25																		
Instrument Operator	24.24																		
Survey Tech	33.12	8	100.00%	33.12															
Clerical	20.68																		
Principal	70.70																		
<b>TOTALS</b>		8.0	100%	\$33.12	1.0	100%	\$64.87	2.0	100%	\$64.87	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



**COMPANY NAME:** Ruettiger, Tonelli & Associates, Inc.  
**PTB NUMBER:** 248th Avenue, Naperville, Illinois  
**TODAY'S DATE:** 10/18/2022

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		0	\$0.55	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		19	\$65.00	\$1,235.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$2.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$5.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$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
Title Commitments			33	\$500.00	\$16,500.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
<b>TOTAL DIRECT COST</b>					<b>\$17,735.00</b>

\*If other allowable costs are needed and not listed, please add in the above spaces provided.

**LEGEND**

W.O. = Work Order  
 J.S. = Job Specific

# SCOPE OF WORK PROPOSAL

9/6/22

Mr. Jonathan R. Vana, PE  
**Civiltech Engineering, Inc.**  
 Two Pierce Place, Suite 1400  
 Itasca, Illinois 60143

From: William Wyzgala, P.E.  
**Midland Standard  
 Engineering & Testing, Inc.**  
 410 Nolen Drive  
 South Elgin, Illinois 60177  
 (847) 844-1895

248th Avenue - Noise Abatement Wall  
 Naperville, Illinois

For planned noise abatement wall locations, perform forty-nine (49) soil borings with split-spoon sampling at 2.5-foot intervals to a depth of twenty (20) feet below the surface. Conduct field soil strength tests, obtain soil samples, and conduct laboratory testing to determine moisture content of all soil samples, with visual soil classifications. Provide foundation information for the proposed noise wall including boring logs, test results, site location plan, analysis using IDOT drilled pier spreadsheet.

SERVICES	UNIT PRICE	EST QTY	BUDGET EXTENSION
<b>Field</b>			
Mobilization of Drill Rig, Equipment & Crew, day	\$250.00	10	\$2,500.00
Structure Soil Boring with Split Spoon Sampling at 2.5 foot intervals, per foot	\$22.00	980	\$21,560.00
<b>Laboratory</b>			
Moisture Content Test, each	\$6.00	400	\$2,400.00
<b>Engineering Services</b>			
Engineering Services required for boring layout & JULIE clearance, drilling supervision and logging of boring samples, laboratory data review preparation of boring logs, and summary report with recommendations for noise wall foundation design usint the IDOT spread sheet for size and depth of a concrete pier foundation by a professional engineer.			
Principal Engineer, per hour	\$160.00	2	\$320.00
Geotechnical Engineer, per hour	\$150.00	12	\$1,800.00
Staff Engineer, per hour	\$110.00	40	\$4,400.00
Field Engineer, per hour	\$105.00	96	\$10,080.00

<b>PROJECT TOTAL</b>
<b>\$43,060.00</b>

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
www.huffnhuff.com  
www.gza.com



September 8, 2022

Mr. Jonathan R. Vana, P.E.  
President and Director of Design Services  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

via email: [jvana@civiltechinc.com](mailto:jvana@civiltechinc.com)

**Re: Phase II Environmental Services  
248<sup>th</sup> Avenue, 103<sup>rd</sup> Street to 95<sup>th</sup> Street  
Naperville and Unincorporated, Will County, Illinois  
Proposal No. 81.P013092.23 (R1)**

Dear Mr. Vana:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. (GZA), is pleased to present Civiltech Engineering, Inc. (Client) with this proposal (Revision #1) to provide Phase II environmental services for the City of Naperville's 248<sup>th</sup> Avenue improvement project located between 103<sup>rd</sup> Street and 95<sup>th</sup> Street (248<sup>th</sup> Avenue Phase II Study). Proposed services include: completion of a Preliminary Site Investigation (PSI), including and documentation for off-site final disposition of spoils at a clean construction or demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility; wetland and natural resources permitting services, and a Preliminary Environmental Site Assessment (PESA) Validation if necessary. This proposal presents our: Project Understanding; Scope of Services; Project Schedule, Level of Effort, and Costs; and Proposal Acceptance. Terms and Conditions are attached.

### **1. PROJECT UNDERSTANDING**

GZA understands the 248<sup>th</sup> Avenue Phase II project includes improvements to 248<sup>th</sup> Avenue from 103<sup>rd</sup> Street to 95<sup>th</sup> Street, including improvements to the 248<sup>th</sup> Avenue and 103<sup>rd</sup> Street intersection. This Project Corridor is located in the City of Naperville and Unincorporated Will County, Illinois. In preparing this proposal, GZA has made the following assumptions.

- The 248<sup>th</sup> Avenue Phase II project is a state or state pass-through funded project and must comply with the Illinois Interagency Wetland Policy Act of 1989 (IWPA).
- The wetland delineation completed by GZA during the Phase I portion of this project in October of 2019 will be utilized for permitting purposes, if needed. Permits will be submitted prior to the expiry of the delineation, which occurs on October 23, 2024. If permit requests are not submitted prior to the expiry of the delineation, a wetland delineation update will be required.
- Based on the jurisdictional determination (JD) obtained for the proposed project during the Phase I study, U.S. Army Corps of Engineers (USACE) jurisdictional wetlands and surface waters/waterways are not located within, adjoining, or adjacent to the Project Corridor. Therefore, permits for impacts to federally jurisdictional wetlands and surface waters will not be required for the proposed project.



- Permitting through Will County and/or the City of Naperville is not included within this scope of services, as the Will County Land Use Department does not typically regulate wetlands and waterways for roadway projects and the City of Naperville does not regulate impacts to isolated wetlands.
- Wetland mitigation design is not included in this scope of work.

A PESA was completed by GZA on July 9, 2021, and based on the findings of the PESA, two (2) sites were identified as having recognized environmental conditions (RECs) and/or are considered potentially impacted properties (PIPs) with the potential to impact the project corridor. Specifically, the following sites were identified as RECs/PIPs:

Site ID	Site Name	Address	Reason(s)
1	Matter Airport	Multiple Addresses	No Listings, Adjacent to Project Corridor
3	AT&T	95 <sup>th</sup> St. & 248th Ave.	SPILLS, Adjacent to Project Corridor

An additional five (5) sites were identified adjacent to the project corridor with de minimis conditions and one (1) site was identified adjacent to the project corridor as having no status. The findings of the PESA have been used as the general basis of the scope of the PSI and also includes consideration of CCDD/USFO facility industry trends and IDOT protocol for assessing spoils to be generated along the project corridor from both REC/PIP and non-REC/non-PIP areas where excavation is to occur. It should be noted that per the IDOT BDE and BLRS Manuals, a PESA requires validation after 180 days have lapsed and a new PESA can be required after three (3) years have lapsed. That said, we understand IDOT District 1 is adhering to an internal policy regarding timing of PESAs being valid for three (3) years with the possibility of two (2) PESA Validations each after 3-years have lapsed. Therefore, this scope is inclusive of one (1) PESA Validation with the understanding the project is currently targeted for FY 2026 construction with a letting sometime between November 2025 and September 2026.

## **2. SCOPE OF SERVICES**

### **Task 1: Preliminary Site Investigation (PSI) / CCDD**

Please note that borings have not been included within the area of ComEd right-of-way (ROW) as we understand they have a protocol within their ROW to dispose of all spoils generated from their ROWs and as such, we intend to “risk-manage” this area as non-special waste if spoils are generated from within the ComEd ROW in lieu of sampling within this PSI.

#### **A. Soil Borings and Soil Sampling**

It is anticipated that up to two (2) days of field effort will be required with up to twelve (12) soil borings completed along the project corridor, assumed with the aid of a drilling (GeoProbe) subcontractor and traffic control services.

The borings will be advanced and soil samples collected for laboratory analysis to address sites identified as RECs/PIPs and for full project coverage of non-REC/PIP for soil disposal considerations, specifically at locations identified for proposed excavation. The depths of the soil borings will be dependent upon design details to account for depths of proposed disturbance. GZA will finalize depths of planned borings prior to mobilization consistent with project plans as provided by Client, in conjunction with PESA findings. Currently it is estimated that borings will be advanced to approximately 5 to 10 feet below ground surface. Samples will be collected in 2-foot intervals for field screening and select samples prepared for laboratory analysis as discussed below.



## B. Analytical

A total of twelve (12) soil boring locations are proposed and we anticipate collecting one (1) sample for laboratory analysis from each boring, for a total of up to twelve (12) samples from the eight (8) borings and four (4) sediment sampling locations. The soil samples will be analyzed for the contaminants of concern (COCs) per IDOT protocol, which include:

- 22 Total metals (Target Analyte List (TAL) minus Aluminum)
- SPLP/TCLP Metals (8 RCRA and Be, Co, Cu, Fe, Mn, Ni, and Zn)
- Volatile organic compounds (VOCs)
- Semi-volatile organic compounds (SVOCs)
- Soil pH

## C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations, specifically including soil classifications per IDOT Article 669.05 for use in identifying quantities and pay items in the bidding specifications.

## D. CCDD (LPC-Form) Documentation and CCDD Facility Coordination

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

### Task 2: USACE “No Permit Required” Letter Request

Based on a delineations completed for the proposed project during the Phase I study and the associated USACE JD results obtained for the project, a USACE jurisdictional wetlands and surface waters are not present within or adjacent to the proposed project. Therefore, obtaining a Section 404 permit from the USACE will not be required. As impacts to USACE jurisdictional wetlands are not anticipated, this task includes submitting a request for a No Permit Required letter (formerly Letter of No Objection) from the USACE Chicago District.

### Task 3: Biological Clearances

As this project will be processed through the IDOT, GZA anticipates that biological clearances will be obtained through IDOT. However, if directed by the Client, coordination with the USFWS will be conducted by GZA. Coordination with the USFWS for endangered species review is completed by the applicant (in this case the Client). GZA will conduct a project assessment to determine if impacts to federally listed species will occur. To conduct this review, GZA will conduct the USFWS Section 7 Consultation and document all findings.

If directed, GZA will initiate IDNR coordination through the submittal of the Ecological Compliance Assessment Tool (EcoCAT), requesting information on project threatened or endangered species. This task includes fees associated with the submittal of an EcoCAT (\$125 for local government projects, plus taxes). These fees are included in the scope of services.





This scope does not include special surveys for threatened or endangered species as these typically require significant efforts in site investigations, such as trapping, overnight observations, stream investigations for fish and mussels, and habitat surveys. If the USFWS or IDNR require additional surveys for listed species, a separate cost estimate will be prepared based on the type of species that are being investigated.

#### **Task 4: Wetland Impact Evaluation Submittal and Wetland Mitigation Bank Coordination**

This task includes completing Illinois Department of Transportation (IDOT)s Wetland Impact Evaluation (WIE) form, which is required for a complete ESR submittal. GZA will complete the WIE form using wetland impacts as calculated by the Client. This task assumes that the Client will prepare the required WIE exhibits.

As this project is a state funded or state pass-through funded project, any wetland impacts must comply with the IWPA. Therefore, should impacts be necessary, GZA will coordinate with Client and appropriate wetland mitigation bank to secure credits for all wetland impact areas. Any fees associated with wetland mitigation banking is the responsibility of the Client and/or the City of Naperville.

#### **Task 5: Preliminary Environmental Site Assessment (PESA) Validation (if necessary)**

The previously completed PESA, dated July 9, 2021, will be updated within six months of the anticipated letting date to assess the current site conditions.

The PESA Update will include a new database search and include a site visit to assess current conditions. For identifying new PIPs or confirming previously identified PIPs, the PESA Update 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 review of the previously completed PESA.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area (local, non-IDOT jurisdiction) 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, Consultant 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 letter report summarizing the results of the evaluation will be prepared. The summary will reference the previous PESA and identify PIPs. Figures identifying the revised project area and will be included in the letter report.

#### **Task 6: Wetland Delineation Update (If Required)**

Wetland delineations were conducted within the project limits during Phase I on October 23, 2019. Wetland boundaries expire five years after the field delineation. As the proposed letting date for this project is between November 2025 and September 2026, there is a chance that wetland boundaries may expire prior to permitting and construction. If required, GZA will update wetland boundaries within the existing and proposed right-of-way. GZA will also investigate the area for additional wetlands that may have formed since the initial wetland delineations. If the USACE issues the “No Permit Required” letter (see Task 2) prior the expiration of the wetland boundaries, this task will not be required.

This scope assumes that the Client will provide digital Shapefiles or CAD drawings containing the existing and proposed right-of-way and access routes for the proposed project for use in completion of the field delineations. GZA proposes to conduct a wetland and waterway delineation within the project limits in accordance with:

- The January 13, 2021, edition of the USACE Chicago District Nationwide Permit (NWP) Program;
- The January 6, 2017, edition of the USACE Chicago District NWP;
- The USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual);
- The March 17, 2004, edition of the Countywide Will County Stormwater Management Ordinance (SMO); and
- The June 17, 2010, edition of the Water Resource Ordinance for Unincorporated Will County.

#### **A. Off-site Record/Document Review**

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The sources to be reviewed and used include:

- Current and historic aerial photographs;
- U.S. Geological Survey (USGS), Topographic Map;
- U.S. Fish and Wildlife Service (FWS), National Wetlands Inventory Maps;
- Natural Resources Conservation Service (NRCS), Soil Survey of Will County;
- Hydric Soils of the United States;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS, Hydrologic Atlas.

#### **B. On-Site Investigation (Field Inventory)**



GZA proposes to conduct on-site investigations of all potential wetlands and waterways within the project limits as well as confirm the absence of wetlands if none are present. Proposed services include the identification and delineation of wetlands and the determination of Will County High Quality Aquatic Resources (HQAR). Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. The wetland and waterway boundaries within the project limits will be surveyed by GZA using a Global Positioning System (GPS) unit.

#### **Task 7: Wetland Report Update (If Required)**

Upon completion of Task 8, an updated Wetland Delineation Report will be prepared summarizing the findings of the offsite record/document review and the onsite investigation. This report will be submitted to the Client as a PDF only. The Shapefiles of wetlands and waterway/surface water boundaries as surveyed in the field will also be provided to the Client via email. Specific items to be included in the report are as follows:

- Map showing the location, limits, and wetland boundaries within the project limits;
- Aerial photography depicting the appropriate limits of the delineated wetlands and waterways;
- USACE data sheets with FQAs, as required;
- Color photos of the wetlands and the data points;
- Written description of wetland functional classification; and
- Identification of 303(d) impaired waterways.

The NRCS no longer conducts farmed wetland determinations for areas of agricultural conversion. As agricultural land is present within the project limits, a Farmed Wetland Determination (FWD) will be conducted.

#### **Task 8: Project Management**

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; and project closeout.

#### **Task 9: QA/QC**

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the reports and permitting materials as described above.

### **3. PROJECT SCHEDULE, LEVEL OF EFFORT, AND COSTS**

Estimated hours and costs to complete the proposed scope of services is attached. PSI/CCDD work would commence within five business days of authorization to proceed, or as requested by Client. The target completion date would be eight (8) weeks from the date of the authorization to proceed. Schedules for permitting and clearances and other associated tasks coordinated with Client throughout the duration of the project. This schedule can be expedited to meet the needs of the Client and the project owner, as necessary. The estimated person-hours and project costs are tabulated in the attached tables in IDOT BLR CPFF format. Should additional services outside of the identified scope be required, we will work with Client to identify an appropriate scope and fee as a change order based on unit costs included in the attached schedule of fees.



**4. PROPOSAL ACCEPTANCE**

**CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA’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 GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

*GZA is submitting this proposal with the belief that we will be able to fulfill the scope requirements during this COVID-19 Pandemic crisis. If performance is rendered impossible because of the impacts of COVID-19, GZA will notify Client of that Force Majeure event.*

**ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. 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,

Baron H. Stuedemann, P.E., P.W.S.  
Associate Principal

Jeremy J. Reynolds, P.G.  
Associate Principal

Attachments: Terms and Conditions

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 Including Site Investigation, Remediation, Geotechnical, Construction, and Testing**

© 2022 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA 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 GZA.**

- 1. Services.** GZA 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 GZA's costs will be the subject of a negotiated amendment or change order.
- 2. Standard of Care; Warranties.**
  - a. GZA 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.
  - b. GZA warrants that its construction services will be of good quality, free of faults and defects and in conformance with the Proposal.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a AND 2b, ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**
  - d. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 3. Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate GZA 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 GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
  - c. GZA 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. GZA 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 GZA'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 GZA 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 GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
  - b. If you use the services of a construction manager 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 and hold harmless, to the fullest extent permitted by law, you and GZA, 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 GZA 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 GZA and GZA shall have the opportunity to negotiate with your reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant GZA 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 GZA to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur, and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** GZA's only responsibility under this Section will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
  - (ii) that are not correctly marked by the appropriate utility.
7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA 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 GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'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 GZA.**
8. **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
9. **GZA Professionals.** GZA 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 "GZA 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 GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA 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.
10. **Hazardous Materials; GZA "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. GZA 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. GZA will not have responsibility for



or control of the Site or of operations or activities at the Site other than its own. GZA 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 GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

11. **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA 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 GZA 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.
12. **Changed Conditions.**
  - a. You recognize the uncertainties related to environmental and geotechnical 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, GZA 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, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA 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 GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
13. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. 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 GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
14. **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, 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 GZA 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 GZA will be at the user's sole risk and without any liability to GZA.
15. **Confidentiality; Subpoenas.** Information about this Agreement and GZA's services and information you provide to GZA 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 GZA 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. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA 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.

**16. Insurance.** During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

**17. Indemnification.** You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") 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 GZA's negligence or willful misconduct.

**18. 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 GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") 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 GZA 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 GZA within one year of substantial completion of the services.
- d. GZA 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. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA 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 GZA principal, officer, employee or agent.

**19. Disputes.**

- a. All disputes between you and GZA 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.

**20. 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 GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA'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.



<b>Local Public Agency</b> Village of Naperville	<b>County</b> Will	<b>Section Number</b> TBD
<b>Prime Consultant (Firm) Name</b> Civiltech Engineering, Inc.	<b>Prepared By</b> BS/JJR/LRR	<b>Date</b> 9/8/2022
<b>Consultant / Subconsultant Name</b> Huff & Huff, Inc. a subsidiary of GZA	<b>Job Number</b> TBD	

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	12	MONTHS			OVERHEAD RATE	182.42%
START DATE	10/1/2022				COMPLEXITY FACTOR	0
RAISE DATE	3/1/2023				% OF RAISE	2.00%
END DATE	9/30/2023					

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/1/2022	3/1/2023	5	41.67%
1	3/2/2023	10/1/2023	7	59.50%

**Local Public Agency**

**County**

**Section Number**

Village of Naperville

Will

TBD

**Consultant / Subconsultant Name**

**Job Number**

Huff & Huff, Inc. a subsidiary of GZA

TBD

**PAYROLL RATES**

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

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>1.17%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Associate Principal III	\$76.69	\$77.58
Associate Principal II	\$69.75	\$70.56
Associate Principal I	\$63.91	\$64.66
Seniort Consultant II	\$77.36	\$78.00
Senior Consultant I	\$43.81	\$44.32
Senior Project Manager III	\$66.11	\$66.88
Senior Project Manager II	\$53.81	\$54.44
Senior Project Manager I	\$50.82	\$51.41
Senior Landscape Architect	\$57.23	\$57.90
Senior Planning PM	\$53.97	\$54.60
Senior Technical Specialist I	\$50.61	\$51.20
Senior Scientist PM II	\$53.71	\$54.34
Senior Technical Scientist	\$51.13	\$51.73
Scientist PM II	\$48.38	\$48.94
Scientist PM I	\$42.00	\$42.49
Assistant PM Scientist	\$35.09	\$35.50
Environmental Engineer PM I	\$46.21	\$46.75
Geotechnical Engineer PM I	\$43.14	\$43.64
Architect PM	\$48.56	\$49.13
Assistant PM Engineert I	\$42.02	\$42.51
Engineer II	\$29.21	\$29.55
Engineer I	\$32.16	\$32.54
Scientist E1	\$29.75	\$30.10
Technical Graphics Technician	\$25.15	\$25.44
Administrative Manager	\$46.64	\$47.18
Senior Administrative Assistant	\$32.81	\$33.19
Lead Word Processor	\$40.46	\$40.93

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Naperville	Will	TBD
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc. a subsidiary of GZA		TBD

**SUBCONSULTANTS**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

<b>NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.</b>
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## Local Public Agency

Village of Naperville

## County

Will

## Section Number

TBD

## Consultant / Subconsultant Name

Huff &amp; Huff, Inc. a subsidiary of GZA

## Job Number

TBD

**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	240	\$0.63	\$150.00
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	8	\$2.80	\$22.40
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)	1	\$2,250.00	\$2,250.00
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)	12	\$578.80	\$6,945.60
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	2	\$100.00	\$200.00
Database Package	Actual Cost	1	\$350.00	\$350.00
EcoCAT	Actual Cost	1	\$130.00	\$130.00
Field Supplies	Actual Cost	1	\$30.00	\$30.00
Driller (Daily Rate)	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$2,250.00	\$2,250.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$12,328.00</b>

**Local Public Agency**

Village of Naperville

**County**

Will

**Section Number**

TBD

**Consultant / Subconsultant Name**

Huff & Huff, Inc. a subsidiary of GZA

**Job Number**

TBD

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **182.42%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PSI/CCDD	70	2,575	4,697	<b>\$12,328.00</b>	850		20,450	53.42%
Task 2: USACE Coordination	13	529	965		175		1,669	4.36%
Task 3: Biological Clearances	15	600	1,095		198		1,893	4.94%
Task 4: WIE and Mitigation Bank Coordination	20	877	1,601		290		2,768	7.23%
Task 5: PESA Validation	29	948	1,728		313		2,989	7.81%
Task 6: Wetland Delineation Update (If Required)	11	380	694		126		1,200	3.13%
Task 7: Wetland Report Update (If Required)	43	1,669	3,045		551		5,265	13.75%
Task 8: Project Management	5	213	388		70		671	1.75%
Task 9: QA/QC	7	437	798		144		1,379	3.60%
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
Task 8:		-	-		-		-	0.00%
<b>Subconsultant DL</b>					0		-	
<b>TOTALS</b>	213	8,228	15,011	12,328	2,717	-	38,284	100.00%

23,239

**Local Public Agency**

Village of Naperville

**County**

Will

**Section Number**

TBD

**Consultant / Subconsultant Name**

Huff & Huff, Inc. a subsidiary of GZA

**Job Number**

TBD

**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			Task 1: PSI/CCDD			Task 2: USACE Coordination			Task 3: Biological Clearances			Task 4: WIE and Mitigation Bank Coordination			Task 5: PESA Validation		
		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
Associate Principal III	77.58	0.0																	
Associate Principal II	70.56	17.0	7.98%	5.63	4	5.71%	4.03	1	7.69%	5.43	1	6.67%	4.70	2	10.00%	7.06			
Associate Principal I	64.66	2.0	0.94%	0.61	2	2.86%	1.85												
Seniort Consultant II	78.00	0.0																	
Senior Consultant I	44.32	0.0																	
Senior Project Manager III	66.88	0.0																	
Senior Project Manager II	54.44	0.0																	
Senior Project Manager I	51.41	0.0																	
Senior Landscape Architect	57.90	0.0																	
Senior Planning PM	54.60	0.0																	
Senior Technical Specialist I	51.20	0.0																	
Senior Scientist PM II	54.34	0.0																	
Senior Technical Scientist	51.73	17.0	7.98%	4.13				2	15.38%	7.96	2	13.33%	6.90	6	30.00%	15.52			
Scientist PM II	48.94	0.0																	
Scientist PM I	42.49	13.0	6.10%	2.59	10	14.29%	6.07										3	10.34%	4.40
Assistant PM Scientist	35.50	76.0	35.68%	12.67				10	76.92%	27.31	12	80.00%	28.40	12	60.00%	21.30			
Environmental Engineer PM I	46.75	11.0	5.16%	2.41	8	11.43%	5.34										3	10.34%	4.84
Geotechnical Engineer PM I	43.64	0.0																	
Architect PM	49.13	0.0																	
Assistant PM Engineert I	42.51	0.0																	
Engineer II	29.55	0.0																	
Engineer I	32.54	0.0																	
Scientist E1	30.10	59.5	27.93%	8.41	40	57.14%	17.20										19.5	67.24%	20.24
Technical Graphics Technician	25.44	15.0	7.04%	1.79	5	7.14%	1.82										3	10.34%	2.63
Administrative Manager	47.18	0.0																	
Senior Administrative Assistant	33.19	2.5	1.17%	0.39	1	1.43%	0.47										0.5	1.72%	0.57
Lead Word Processor	40.93	0.0																	
<b>TOTALS</b>		213.0	100%	\$38.63	70.0	100.00%	\$36.78	13.0	100%	\$40.69	15.0	100%	\$40.00	20.0	100%	\$43.87	29.0	100%	\$32.67

**Local Public Agency**

Village of Naperville

**County**

Will

**Section Number**

TBD

**Consultant / Subconsultant Name**

Huff & Huff, Inc. a subsidiary of GZA

**Job Number**

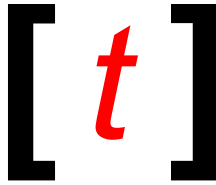
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**AVERAGE HOURLY PROJECT RATES**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6: Wetland Delineation Update (If Required)			Task 7: Wetland Report Update (If Required)			Task 8: Project Management			Task 9: QA/QC								
		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	77.58																		
Associate Principal II	70.56				4	9.30%	6.56	1	20.00%	14.11	4	57.14%	40.32						
Associate Principal I	64.66																		
Senior Consultant II	78.00																		
Senior Consultant I	44.32																		
Senior Project Manager III	66.88																		
Senior Project Manager II	54.44																		
Senior Project Manager I	51.41																		
Senior Landscape Architect	57.90																		
Senior Planning PM	54.60																		
Senior Technical Specialist I	51.20																		
Senior Scientist PM II	54.34																		
Senior Technical Scientist	51.73				4	9.30%	4.81				3	42.86%	22.17						
Scientist PM II	48.94																		
Scientist PM I	42.49																		
Assistant PM Scientist	35.50	10	90.91%	32.27	28	65.12%	23.12	4	80.00%	28.40									
Environmental Engineer PM I	46.75																		
Geotechnical Engineer PM I	43.64																		
Architect PM	49.13																		
Assistant PM Engineer I	42.51																		
Engineer II	29.55																		
Engineer I	32.54																		
Scientist E1	30.10																		
Technical Graphics Technician	25.44	1	9.09%	2.31	6	13.95%	3.55												
Administrative Manager	47.18																		
Senior Administrative Assistant	33.19				1	2.33%	0.77												
Lead Word Processor	40.93																		
<b>TOTALS</b>		11.0	100%	\$34.59	43.0	100%	\$38.81	5.0	100%	\$42.51	7.0	100%	\$62.49	0.0	0%	\$0.00	0.0	0%	\$0.00





*"T" Engineering Services, Ltd.*  
*Real Estate Appraisers*

October 18, 2022

Mr. Jon Vana  
President and Director of Design Services  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

*Subject: Proposal for Review Appraisal Services  
Village of Naperville  
248<sup>th</sup> Avenue (95<sup>th</sup> Street to 103<sup>rd</sup> Street)*

Dear Mr. Vana:

We have experience in working for governmental agencies and participation in eminent domain proceedings: appraisal reviews, depositions, court testimony etc.; and have the ability to work closely with attorneys. We have familiarity with the Naperville area, development patterns, and trends. Also, we have the ability to work concurrently on numerous projects.

We propose to prepare review appraisal reports on the subject project at the following fees:  
\$1,350/parcel X 33 parcels = \$44,550

The client would be Civiltech Engineering, Inc. The appraisal reviews will be completed within two weeks after receiving the subject appraisal reports.

Respectfully submitted,

---

Keith T. Tadrowski  
President

# PROPOSAL FOR LAND ACQUISITION SERVICES

**City of Naperville**

**Civiltech Engineering, Inc.**



**248th Avenue  
from 103rd Street  
to 95th Street**

**Santacruz Land  
Acquisitions**

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

Contact:  
J. Steve Santacruz  
847-868-9620  
[jsteve@santacruz-associates.com](mailto:jsteve@santacruz-associates.com)

# 1

## EXECUTIVE SUMMARY

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

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

### **CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING**

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA.

**We have assembled a team of industry leading right of way professionals that have years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.**

Santacruz Land Acquisitions (“**Santacruz**”) will work with the staff for the LPA and/or Civiltech Engineering, Inc., Engineer for the LPA, (“Consultant”) to develop a land acquisition plan for the reconstruction of 248th Avenue from 103rd Street to 95th Street (the “Project”) to assure that the goals are met.

All of these efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

### **CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS**

Equally important as the scheduled letting is the acquisition budget for the Project. Our team will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. At the same, our team will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation so that the team can develop strategies on moving the land acquisition process forward.

Your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. Our team possesses that knowledge and has years of experience providing “expert witness” testimony in these matters.

**Santacruz is made up of skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them before they create delays.**

### **CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS**

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act. In addition, we are familiar with IDOT’s land acquisition guidelines, policies and procedures.

**We apply our team’s extensive collective decades of experience complying with federal and state laws and maximizing the team’s knowledge of the land acquisition policies of IDOT.**

### **ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION**

**Santacruz** is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

### **TEAM ORGANIZATION**

**Santacruz** has assembled a versatile team of professional right of way consultants with the experience to deliver successful land acquisition services and meet the letting dates of the project. Javier Santacruz will lead the team as Project Manager. The team brings a wealth of experience in land acquisition for governmental agencies and related real estate law and civil engineering disciplines to assure the proper handling of even the most complicated of acquisitions. Additionally, the key members of the team have collaborated in the past on projects.

### **WHY SANTACRUZ LAND ACQUISITIONS?**

As you review our proposal, you will see that the team that Santacruz Land Acquisitions has assembled is versatile, experienced and qualified to deliver the full scope of the land acquisition needs for the LPA. What sets apart our team is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Extensive experience with complex valuations and acquisitions
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

### **SUMMARY**

**With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client’s satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs**

## COMPENSATION

**Santacruz** shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **thirty-three (33)** projected parcels of right-of-way, is as follows:

**NEGOTIATIONS:** **\$105,600.00.**

As directed, **Santacruz** shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. **Santacruz** shall include **\$600.00** per parcel for these charges. **Santacruz** shall pay any such fees and charges in excess of the **\$600.00** per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered at a cost not to exceed **\$125,400.00** as follows (per the pricing schedule in Exhibit 3.a.):

Land Acquisition Services	<b>\$105,600.00</b>
Estimated Direct Billable Expenses	<b>\$19,800.00</b>

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## TECHNICAL APPROACH

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**Santacruz** shall perform all necessary services in the preparation of appraisals and review appraisals and the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed in accordance with the policies and procedures of IDOT, as applicable, the Uniform Act and the Illinois Eminent Domain Act.

**Santacruz** agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. **The process described in this section has been the roadmap to many successful right of way projects for Santacruz helping us to help you keep your projects on-time and within budget.**

### **LAND ACQUISITION CRITICAL PATH STEPS – “OUR ROAD MAP”**

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#### **Task 1: Notice to Proceed**

Our services start after authorization to proceed from the LPA and IDOT (as may be necessary).

#### **Task 2: Kick-off Meeting**

**Santacruz** will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

#### **Task 3: Delivery and Review of Project Information**

The LPA or Consultant will provide **Santacruz** with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide **Santacruz** with a set of project plans, including, (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings and (iv) cross sections.

#### **Task 4: Negotiation and Acquisition**

**Santacruz** shall commence negotiations after approval by the LPA of the appraisals and the amount of just compensation to be offered to the property owner.

Before contacting the property owner, **Santacruz** will prepare and send the introductory letter to the property owner on the LPA's letterhead.

**Santacruz** will present the property owner with an offer package, which shall contain the Offer to Purchase and other documents to assist the property owner with reviewing the right-of-way request.

**Santacruz** will make all reasonable efforts to complete the acquisition of the right-of-way from the property owner.

**Santacruz** will not have any authority to determine administrative settlements. **Santacruz** will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, **Santacruz** will prepare the necessary documentation for administrative settlement.

**Santacruz** will review the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the LPA.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, **Santacruz** will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if requested by LPA or Consultant, **Santacruz** will cease negotiations on certain parcels until corrected information or further instruction is provided to **Santacruz**.

Upon successful negotiations with the property owner, **Santacruz** will prepare all necessary conveyance documents in order to complete the acquisition and obtain title approval for the property. **Santacruz** will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all

other documentation as required by the LPA and IDOT (as necessary).

## Condemnation Support

**Santacruz** understands that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pre-trial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation.

In the event, after making every reasonable effort to contact and negotiate with a property owner, **Santacruz** is unable to obtain a settlement for the acquisition of the right-of-way, **Santacruz** shall refer the parcel to the LPA for acquisition by condemnation.

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

## **PERSONNEL**

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The experience and talent of the right of way professionals that make up the team for **Santacruz** will, to a large extent, be the basis for the success of keeping this Project on-time and within budget. **Santacruz** brings over twenty-five years of right of way acquisition experience. Santacruz has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. We have also worked for numerous township and municipalities. **Santacruz** has years of experience handling some of the most complex land acquisition transactions.

The **Santacruz** staff includes two negotiators and two paralegals with years of experience in acquiring a variety of right-of-way parcels.

## **PRIOR EXPERIENCE**

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**Santacruz Land Acquisitions** was founded in 1992 and has grown to be one of the most dependable right-of-way negotiation firms in Illinois. **Santacruz** has been providing comprehensive right-of-way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies.



# 3

## EXHIBITS

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### a. Pricing Schedule

# Compensation for Services

## Negotiation Services (per parcel)

Negotiation and acquisition services for Right of Way including, without limitation, documentation of conveyance of property interest	\$3,200.00
Additional negotiations due to change in ownership or plans <sup>1</sup>	\$2,000.00 - \$3,200.00

## Witness Services (if applicable)

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

## Title Services (if applicable)

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

<sup>1</sup> May require supplemental work order.