


Local Public Agency City of Aurora	L O C A L A G E N C Y	 Illinois Department of Transportation	C O N S U L T A N T	Consultant Christopher B. Burke Engineering
County Kane				Address 9575 W. Higgins Road, Suite 600
Section 18-00325-00-PK				City Rosemont
Project No. MH3F (451)				State IL
Job No. D-91-355-20				Zip Code 60018
Contact Name/Phone/E-mail Address Tim Weidner, PE 630-256-3202 tweidner@aurora-il.org				Contact Name/Phone/E-mail Address Bryan Welch, PE 815-770-2850 x101 bwelch@cbbel.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name ATC East Lot Platform Parking Lot Route N/A Length 0.33 mi Structure No. NA

Termini Spring Street and North Limit of Lot

Description Reconfiguration and expansion of parking lot, construction of a kiss-n-ride drop-off area, pedestrian ADA improvements, installation bike shelters and bike racks, commuter shelters, entry/wayfinding signage and upgraded site lighting.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LPA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LPA or STATE.
- To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LPA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
11. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER: **(Refer to Attachment 1 for Detailed Scope of Services and Cost Estimate)**
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☐ Prepare the necessary environmental and planning documents including the Project Development Report or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☒ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LPA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LPA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☐ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☒ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

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

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).
5. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LPA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LPA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LPA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LPA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
11. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	\$92,188.44
Sub-Consultants:	TIN Number	Agreement Amount
WBK Engineering	36-4251536	\$3,495.85
Huff & Huff	36-3044842	\$12,857.00
Sub-Consultant Total:		\$16,352.85
Prime Consultant Total:		\$92,188.44
Total for all Work:		\$108,541.29

Executed by the LPA:

City of Aurora

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

City _____ Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

Christopher B. Burke Engineering, Ltd.

By: Sherry Sporina

By: [Signature]

Title: Notary Public

Title: President



Exhibit A - Preliminary Engineering

Route:	NA
Local Agency:	City of Aurora (Municipality/Township/County)
Section:	18-00325-00-PK
Project:	ATC - East Parking Lot Enhancement
Job No.:	D-91-355-20

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

Overhead Rate (OH)	0.00	%
Complexity Factor (R)	0.00	
Calendar Days		

Method of Compensation:

Cost Plus Fixed Fee 1	<input type="checkbox"/>	14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2	<input checked="" type="checkbox"/>	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3	<input type="checkbox"/>	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
See Attached CECS									
Totals		0.00							

Prime Consultant

Name	Christopher B. Burke Engineering, Ltd.
Address	9575 W. Higgins Road, Rosemont, IL 60188
Telephone	847-343-4790
TIN Number	36-3468939

Project Information

Local Agency	City of Aurora
Section Number	18-00325-00-PK
Project Number	MH3F (451)
Job Number	D-91-355-20

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
WBK Engineering	36-4251536	
Huff & Huff	36-3044842	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Signature and title of Prime Consultant

Date _____

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

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

Exhibit C

Federal Qualification Based Selection (QBS) Checklist

Local Public Agency City of Aurora
 Section Number 18-00325-00-PK
 Project Number MH3F (451)
 Job Number D-91-355-20

The LPA must complete Exhibit C, if federal funds are used for this engineering agreement and the value will exceed \$40,000. The LPA must follow federal small purchase procedures, if federal funds are used and the engineering agreement has a value less than \$40,000.

☐ Form Not Applicable (engineering services less than \$40,000)

1.	Do the written QBS policies and procedures discuss the initial administration (procurement, management, and administration) concerning engineering and design related consultant services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
2.	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06(e) of the <i>BLRS Manual</i> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, IDOT's approval date: _____																						
3.	Was the scope of services for this project clearly defined? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
4.	Was public notice given for this project? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Due date of submittal: <u>03/27/2020</u> Method(s) used for advertisement and dates of advertisement: <u>Public notice was posted on City's Website on February 28, 2020.</u>																						
5.	Do the written QBS policies and procedures cover conflicts of interest? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
6.	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
7.	Do the written QBS policies and procedures discuss the method of evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> <td style="width: 33%;">Criteria for this project</td> <td style="width: 17%;">Weighting</td> </tr> <tr> <td><u>Technical Approach</u></td> <td><u>30 %</u></td> <td><u>Firm Experience</u></td> <td><u>30%</u></td> </tr> <tr> <td><u>Staff Capabilities</u></td> <td><u>20 %</u></td> <td><u>Schedule</u></td> <td><u>20%</u></td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> <tr> <td>_____</td> <td>_____ %</td> <td>_____</td> <td>_____ %</td> </tr> </table>			Criteria for this project	Weighting	Criteria for this project	Weighting	<u>Technical Approach</u>	<u>30 %</u>	<u>Firm Experience</u>	<u>30%</u>	<u>Staff Capabilities</u>	<u>20 %</u>	<u>Schedule</u>	<u>20%</u>	_____	_____ %	_____	_____ %	_____	_____ %	_____	_____ %
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_____	_____ %	_____	_____ %																				
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8.	Do the written QBS policies and procedures discuss the method of selection? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Selection committee (titles) for this project: <u>Engineering Coordinator, Transportation Engineer & Planner.</u> Top three consultants selected for this project in order: 1) <u>Christopher B. Burke Engineering, Ltd. (CBBEL)</u> 2) <u>HR Green, Inc.</u> 3) <u>WBK Engineering, LLC. (WBK)</u> If less than 3 responses were received, IDOT's approval date: _____																						
9.	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
10.	Were negotiations for this project performed in accordance with federal requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
11.	Were acceptable costs for this project verified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> LPA will rely on IDOT review and approval of costs.																						
12.	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						
13.	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, record retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																						

CITY OF AURORA
ATC EAST PLATFORM PARKING LOT ENHANCEMENT
SECTION 18-00325-00-PK
PHASE II ENGINEERING

Project Description

We understand the scope of this proposal will include Phase II design for improvements to the Aurora Transportation Center (ATC) East Platform Parking Lot, which is located north of Spring Street, west of the Lincoln Avenue Parking Lot and east of the main ATC parking lot and transit center. The City intends to rehabilitate the ATC East parking lot to improve vehicular circulation, increase pedestrian and bicycle accessibility and encourage increased Metra ridership, which will decrease vehicular trips and associated traffic congestion and pollution.

Phase II engineering will be based on the Phase I engineering design prepared by CBEL and approved by the City. IDOT approval of the Phase I design is anticipated to be imminent.

As the Phase II engineering is federally funded with CMAQ (RTA) funds, Phase II will be completed in accordance with applicable federal project development procedures, and as such is anticipated to be coordinated with the IDOT Bureau of Local Roads and Streets (IDOT-BLRS) for all required reviews and approvals.

The scope of the proposed improvements is generally anticipated to include:

- New sidewalk, high visibility crosswalk and way-finding signage at the entrance of Spring Street.
- Creation of a Kiss and Ride area by reconfiguring the parking drive aisle along the north side of the parking lot. Existing ADA parking stalls will be relocated to the north to improve accessibility to the platforms.
- Reconfiguration of parking lot to increase parking stall count.
- ADA improvements.
- Real time message boards on the platform to indicate train departure/arrival time and track location.
- Installation of bike shelters on the east side and west side of the Metra tracks.
- Installation of a decorative monument sign at entrance on Spring Street.
- Installation of shared lane markings (sharrows) along Spring Street.
- Installation of commuter transit shelter (s) along with space heaters.

There is no land acquisition anticipated. No regulatory permitting is anticipated other than those permits specifically identified in the Scope of Services.

It is estimated that the Phase II Engineering effort will require approximately 9-12 months to complete, once the Phase II Engineering agreement is approved by IDOT, including review time by the City and IDOT for various submittals.

Scope of Services

Task 1– Supplemental Topographic Survey: CBBEL will retain WBK Engineering (WBK) to provide supplemental topo survey for areas impacted by the approved concept design that fall outside of the limits of the original survey or have been modified since the original survey.

WBK will incorporate the supplemental survey into the existing conditions base map created during the Phase I design, to provide a comprehensive, seamless existing conditions base map for the design documents.

WBK has budgeted 2 days of field work, 1.5 days drafting for this task and 0.5 days for setup/research. The full scope of work by WBK is outlined in their separate proposal, included herein.

Task 2 – Preliminary Site Investigation: A Preliminary Site Investigation (PSI) will be performed for parcels that were identified a potentially impacted properties (PIPs) or as having recognized environmental contaminants (RECs) during the PESA in Phase I. The PSI will be performed by Huff & Huff, Inc. (H&H) in general accordance with the requirements established within the IDOT Bureau of Design and Environmental Manual, specifically Part 3, Chapter 27, Environmental Surveys. This effort will include obtaining soil samples in the areas in question to determine the type(s) of contaminant(s) and levels of contamination. H&H will provide a signed LPC 663 form (if clean soil is present). If contaminated soils are discovered, the volume of contaminated soils that must be reused on site or hauled to a special waste facility will be estimated.

This task assumes up to 4 soil samples and up to an additional 2 hand auger samples will be obtained as part of the PSI. H&H will prepare a report summarizing the results of the soil and sediment 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.

The full scope of work by H&H is outlined in their separate proposal, included herein.

Task 3 – Geotechnical Investigation: CBBEL will obtain geotechnical investigation analysis and reports for proposed roadway construction, utility improvements and structural improvements. H&H will obtain 2 pavement cores and 2 separate soil borings to a maximum depth of ten (10) feet below grade. Soil boring locations are to be completed at two of the environmental soil boring locations.

The objectives of the geotechnical investigation are to explore soil conditions and provide recommendations for foundation, utility and pavement design in connection with the proposed improvements.

The full scope of work by H&H is outlined in their separate proposal, included herein.

Task 4 – Utility Coordination, Protection and Relocation Studies: CBBEL will coordinate with all known private utility companies within the project area, which will require preparing formal requests for their atlases or plans of their facilities within the project limits. This information will be drafted into the existing conditions plan and sent back to the utility companies for verification. CBBEL will also obtain field data and analyze cross sections to identify the extent of utility impacts. This task includes coordination with the City and other utility owners to identify impacts and facilitate design and construction of relocations.

Task 5 – Drainage Design: CBBEL will prepare basic drainage design calculations and plans, specifications, and cost estimate for the proposed improvements based on the approved Phase I design. The scope of the drainage design is anticipated to include installation of new storm sewer pipe and structures to accommodate the proposed pavement widening improvements. This task assumes that the proposed drainage improvements will outlet to the same location as occurs in the existing condition and no modifications to the existing drainage system will be required. Design of stormwater detention is not anticipated for this project and has been excluded from this task.

Final drainage plan design will be prepared for incorporation into the contract documents. This task includes all Phase II drainage design work, including preparation of drainage pre-final and final plans, specifications, and estimates and bid documents.

This task will also include coordination with and submittal to the City of Aurora as needed to satisfy applicable City stormwater permitting requirements.

Task 6 – Electrical Design: CBBEL will complete a detailed lighting design in accordance with current City Standards and ANSI-IES RP-8-18 American National Standards Institute – Illuminating Engineering Society “Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting”. All existing light poles and luminaires will be removed/replaced with new poles and LED fixtures. The existing foundations and conduit/wiring/controls will remain. The existing pedestrian tunnel light fixtures will be removed/replaced with new LED fixtures. The existing conduit/wiring/controls will remain. Heaters will be provided in each of the four proposed shelters on the platform. Two digital message boards will be provided. We assume the message boards will be per Metra standards and communication to sign will be provided by Metra. We also assume a new electric service and related cabinet/controls will be required for the proposed heaters. This scope assumes that the proposed entry sign will not be lighted.

Preliminary Submittal (Photometric Calculations): CBBEL will perform lighting photometric calculations to achieve the required lighting levels for the parking lot, entry drive and the pedestrian tunnel. The proposed calculations will utilize the City’s preferred pole and luminaire. The photometric calculations will be performed using the last version of AGI32

photometric software. A Preliminary lighting plan and submittal report will be created including a project description, target lighting levels with justification, photometric calculations, and cut sheets of the proposed lighting equipment.

Prefinal Submittal (Detailed Electrical Design): Lighting/electrical/heating plans/detail sheets and specifications will be prepared. The plan sheets will include the locations of the heaters, digital message signs, lighting units along with the electric service, control cabinet, electric cables/raceways, and hand holes. Detail drawings will include light pole and luminaire, one-line circuit diagram, handhole and conduit installation details. Detailed specifications will be prepared along with the appropriate City/Metra standards. The plans/details, special provisions, and opinion of probable construction cost will be prepared. This task will also include coordination with ComEd for the installation of a new electric service.

Final Submittal: CBBEL will respond to review comments and revise design as required.

Task 7 – Site Signage Design: CBBEL will assist the City in the selection, design and specification of an entrance sign at the Spring Street entrance, wayfinding signage, two real time message boards and miscellaneous site furnishings. We assume that the City will provide guidance with respect to desired aesthetics, size, quality and cost to narrow the spectrum of possible alternatives. CBBEL will prepare up to 3 alternative concepts for each sign type.

Based on the preferred alternatives selected by the City, CBBEL will prepare plans that will indicate the specific location of each sign and will specify the material(s), font(s), text size(s) and layout for each sign. The design and dimension of the signs and supports will be prepared and the appropriate foundation for the signs will be specified. A graphic table indicating the text and directional arrows for each sign will be created. CBBEL will prepare the appropriate special provisions for the sign's materials, assembly, installation and site restoration.

Task 8 – Pre-Final Plans, Specifications and Estimate: CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with City and IDOT design criteria.

The following sheets and associated manhours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	2	2
General Notes/Index of Sheets/Utility Matrix	1	2	2
Summary of Quantities	1	2	2
Schedule of Quantities	2	4	8
Alignment, Ties and Benchmark Sheets (1"=50')	2	2	4
Typical Sections	1	4	4
Existing Conditions and Removals Plans (1"=20')	2	6	12
Site Geometric Plans (1"=20')	3	12	36
Site Grading and Drainage Plans (1"=20')	3	16	48
Pavement Marking and Signage Plans (1"=20')	3	6	18
Construction Staging Plans (1"=20')	5	8	40

Construction Details	2	4	8
Erosion Control and Restoration Plans and Details	3	6	18
Electrical and Lighting Plans	12	See Task 6	
Specifications	--	--	40
Cost Estimate/Quantities	--	--	24
TOTAL	41		266

CBBEL's design will meet current ADA/PROWAG/IAC requirements and the plans will depict proposed layout and grading, but this task excludes preparation of IDOT-style ADA details for ADA ramps.

CBBEL will prepare construction staging plans and details for improvements within the site. The majority of maintenance of traffic is anticipated to be specified using IDOT Standards, but project-specific maintenance of traffic and staging plans will be prepared as necessary.

Restoration plans and details will be prepared. The scope of the restoration work is anticipated to be limited to seeding/sodding of disturbed areas throughout the of the site.

Task 9 – Final Plans, Specifications and Estimate: This task includes the preparation of all plans, details, schedules, quantity calculations and cost estimates necessary to thoroughly depict the nature of the scope of the proposed improvements for the Final Plan milestone submittal. The task also includes review of agency Pre-Final review comments and preparation of comment dispositions for each agency reviewing milestone submittals.

Task 10 – Permitting: CBBEL will prepare the necessary application and supporting materials and submit permit applications for the following permits that are anticipated to be required to facilitate project construction. Permit fees are not included in the estimated fees for each permit and it is assumed that the City will pay all permit fees directly to the agency requiring them.

Task 10.1 – IEPA NPDES Permitting: CBBEL will prepare and submit a NOI to the Illinois Environmental Protection Agency (IEPA) for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 10.2 – City of Aurora Stormwater Permit: This task includes applying for a stormwater permit from the City of Aurora. Calculations and engineering documents shall be compiled in a manner consistent with the requirements of the Kane County Stormwater Ordinance as amended by the City of Aurora and will be submitted to Aurora for review. Permit fees are not included in our scope of work. This task assumes the City will self-certify the stormwater permit submittal. We will coordinate with the City and their designated review engineer and will attend meetings and/or make revisions to said permit application as necessary.

Task 11 – Bid Documents: CBEL will prepare revisions to Final plans, specifications and estimate as requested by the City and IDOT to facilitate letting. The task includes review of agency Final review comments and preparation of comment dispositions for each agency reviewing milestone submittals.

CBEL will perform evaluation of bidder inquiries, coordination with project team and issuance of clarification of bid documents and bid addenda as necessary to facilitate bidding.

This task also includes making minor revisions to contract documents subsequent to the bid to incorporate addenda and address any post-bid review comments from IDOT and review agencies.

Task 12 – Project Meetings: The following meetings have been included in the Phase II Engineering scope of work. Meeting minutes will be prepared for all meetings for the project record.

Task 12.1 – Kickoff Meetings (1 meetings): Attendance at kickoff meeting with City and IDOT.

Task 12.2 – Design Review and Agency Coordination Meetings (6 meetings): Meetings to discuss design review comments and conduct general agency coordination. Meetings to be conducted as needed and are planned to include City coordination meetings (2 budgeted), design team meetings (2 budgeted) and submittal review meetings (2 budgeted).

Task 13 – Agency Coordination: Coordination with project stakeholders, including City staff, other City Departments, IDOT, FHWA, BNSF, METRA and IEPA to ensure they are informed of the project and clearly outline any project-specific concerns and requirements.

Task 14 – Project Administration, Management and Direct Costs: Project administration and management necessary to oversee and direct all disciplines and subconsultants throughout the Phase II design process. This task will include overall project coordination, management and administration for this project, as well as direct costs as indicated on form BDE 436.

SUBCONSULTANTS

WBK Engineering: Responsible for providing supplemental topographic survey.

Huff & Huff: Responsible for geotechnical engineering services including obtaining soil borings for roadway reconstruction, utility construction and structural improvements. Effort also includes field analysis and laboratory testing of soil borings and preparation of an engineering report summarizing field and laboratory test data, addressing anticipated soil and groundwater conditions impacting project construction and providing recommendations to guide design and specification preparation related to geotechnical considerations.

Huff & Huff will also be responsible for performing a Preliminary Site Investigation for RECs and sites of concern for sites adjacent to non-IDOT rights-of-way, including soil borings, analytics and report preparation, and LPC-form documentation for CCDD facility disposal.

SCOPE EXCLUSIONS

Based on the above project understanding and the scope of the Phase I design, the preceding Scope of Services includes the following exclusions:

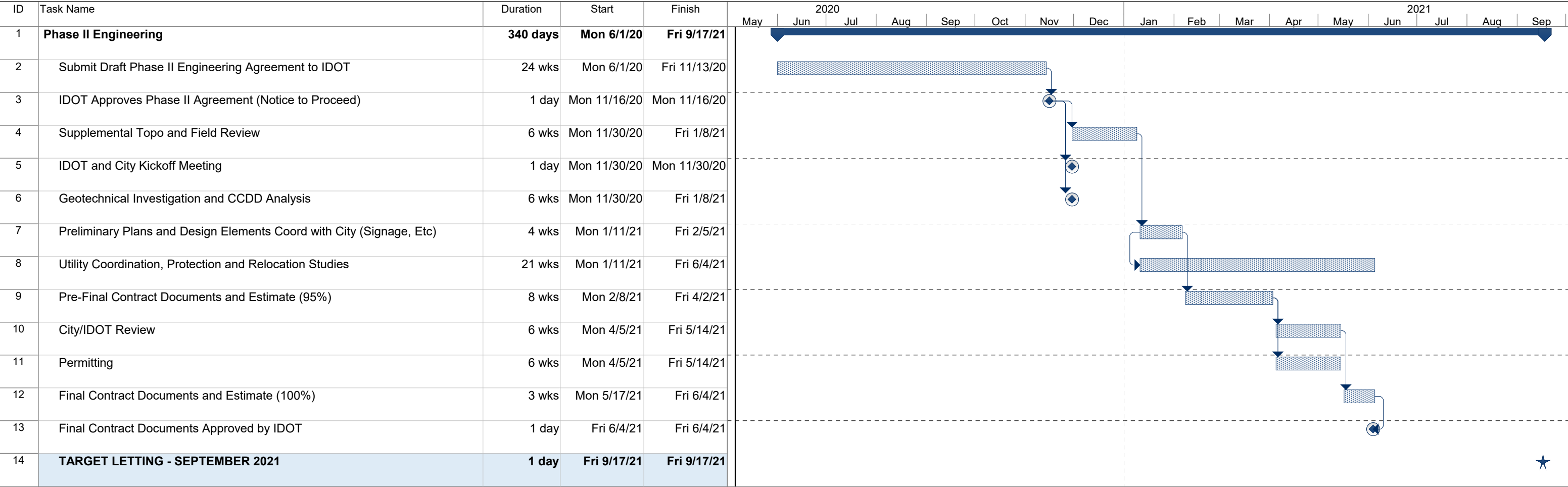
- Land acquisition services
- Stormwater detention analysis and design
- Reconstruction/regrading of existing parking areas
- Structural engineering/design
- Design and preparation of detailed ADA Layout/Detail sheets
- Design of new drainage system existing parking and unpaved areas to remain.
- Design of a new roadway or parking lot lighting system other than LED retrofit of existing lighting
- Design and construction of new utility facilities or reconstruction of existing utility facilities
- Landscape, irrigation and/or streetscape design, other than seeding/sodding restoration and replacement of removed trees with the trees species/locations directed by the City
- Payment of permit fees (all permit fees will be paid for directly by the City)

BMW
N:\PROPOSALS\ADMIN\2020\Aurora ATC East Platform Parking Lot Enhancement Lot Phase II Services P200106\Phase II Negotiation\Aurora East ATC Lot Improvements Phase II Design Scope_2020_0505.docx



City of Aurora
ATC East Platform Parking Lot Enhancement

Phase II Engineering
May 2020



PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME Christopher B. Burke Engineering, Ltd.
PRIME/SUPPLEMENT _____

DATE 05/06/20
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 11/1/2020
RAISE DATE 1/1/2021

OVERHEAD RATE 129.05%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2020 - 1/1/2021

2
12

1/2/2021 - 11/1/2021

10
12

--

--

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= 16.67%
= 1.0250

85.83%

The total escalation for this project would be:

2.50%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

DATE

05/06/20

ESCALATION FACTOR

2.50%

CLASSIFICATION	CURRENT RATE	PROPOSED RATE	CALCULATED RATE
PRINCIPAL	\$60.00		\$60.00
ENGINEER VI	\$70.00		\$70.00
ENGINEER V	\$66.83		\$68.50
ENGINEER IV	\$55.12		\$56.50
ENGINEER III	\$45.84		\$46.99
ENGINEER I/II	\$34.03		\$34.88
SURVEY V	\$60.00		\$60.00
SURVEY IV	\$60.00		\$60.00
SURVEY III	\$58.75		\$60.00
SURVEY II*	\$48.50		\$49.71
SURVEY I*	\$35.83		\$36.73
ENGINEERING TECHNICIAN V	\$60.00		\$60.00
ENGINEERING TECHNICIAN IV	\$52.17		\$53.47
ENGINEERING TECHNICIAN III	\$48.13		\$49.33
ENGINEERING TECHNICIAN I/II*	\$22.33		\$22.89
CAD MANAGER	\$60.00		\$60.00
ASST. CAD MANAGER	\$51.33		\$52.61
CAD II *	\$47.25		\$48.43
GIS SPECIALIST III	\$51.00		\$52.28
GIS SPECIALIST I/II*	\$34.00		\$34.85
LANDSCAPE ARCHITECT	\$58.00		\$59.45
ENVIRONMENTAL RESOURCE SPECIALIST V	\$60.00		\$60.00
ENVIRONMENTAL RESOURCE SPECIALIST IV	\$53.80		\$55.15
ENVIRONMENTAL RESOURCE SPECIALIST III	\$41.00		\$42.03
ENVIRONMENTAL RESOURCE SPECIALIST I/II	\$28.00		\$28.70
ENVIRONMENTAL RESOURCE TECHNICIAN*	\$40.00		\$41.00
ADMINISTRATIVE*	\$37.19		\$38.12
ENGINEERING INTERN	\$16.10		\$16.50

Subconsultants

FIRM NAME

PRIME/SUPPLEMENT

Christopher B. Burke Engineering, Ltd.

DATE

05/06/20

NAME	Direct Labor Total	Contribution to Prime Consultant
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
		0.00
Total	0.00	0.00

**COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES**

FIRM
Local Agency
Section
Project
Job No:

Christopher B. Burke Engineering, Ltd
City of Aurora
18-00325-00-PK
ATC East Parking Lot

OVERHEAD RATE
COMPLEXITY FACTOR

129.05%
0

DATE _____

05/06/2024

05/06/2024

Cost Plus Fixed Fee 2

14.50% [DL+R(DL) +1.4(DL)+IHDC]

[illegible]

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency City of Aurora
Section 18-00325-00-PK
Project ATC East Parking Lot
Job No: 0

DATE 05/06/20

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Task 1 - Supplemental Top			Task 2 - Preliminary Site			Task 3 - Geotechnical Inve			Task 4 - Utility Coordinatio			Task 5 - Drainage Design		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	60.00	0																	
ENGINEER VI	70.00	0																	
ENGINEER V	68.50	126	18.05%	12.37													2	6.25%	4.28
ENGINEER IV	56.50	54	7.74%	4.37															
ENGINEER III	46.99	218	31.23%	14.67	2	100.00%	46.99	2	100.00%	46.99	2	100.00%	46.99	4	22.22%	10.44	12	37.50%	17.62
ENGINEER I/II	34.88	262	37.54%	13.09										14	77.78%	27.13	18	56.25%	19.62
SURVEY V	60.00	0																	
SURVEY IV	60.00	0																	
SURVEY III	60.00	0																	
SURVEY II*	49.71	0																	
SURVEY I*	36.73	0																	
ENGINEERING TECHN	60.00	0																	
ENGINEERING TECHN	53.47	0																	
ENGINEERING TECHN	49.33	0																	
ENGINEERING TECHN	22.89	0																	
CAD MANAGER	60.00	0																	
ASST. CAD MANAGER	52.61	0																	
CAD II *	48.43	0																	
GIS SPECIALIST III	52.28	0																	
GIS SPECIALIST I/II*	34.85	0																	
LANDSCAPE ARCHITE	59.45	38	5.44%	3.24															
ENVIRONMENTAL RES	60.00	0																	
ENVIRONMENTAL RES	55.15	0																	
ENVIRONMENTAL RES	42.03	0																	
ENVIRONMENTAL RES	28.70	0																	
ENVIRONMENTAL RES	41.00	0																	
ADMINISTRATIVE*	38.12	0																	
ENGINEERING INTERN	16.50	0																	
TOTALS		698	100%	\$47.74	2	100.00%	\$46.99	2	100%	\$46.99	2	100%	\$46.99	18	100%	\$37.57	32	100%	\$41.52

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency City of Aurora
Section 18-00325-00-PK
Project ATC East Parking Lot
Job No: 0

DATE 05/06/20

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 6 - Electrical Design			Task 7 - Site Signage Design			Task 8 - Pre-Final Plans, Specifications			Task 9 - Final Plans, Specifications			Task 10 - Permitting			Task 11 - Bid Documents		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	60.00																		
ENGINEER VI	70.00																		
ENGINEER V	68.50				4	9.52%	6.52	18	10.11%	6.93	10	12.50%	8.56	2	9.09%	6.23	4	6.67%	4.57
ENGINEER IV	56.50	54	34.62%	19.56															
ENGINEER III	46.99	46	29.49%	13.85				66	37.08%	17.42	30	37.50%	17.62	12	54.55%	25.63	24	40.00%	18.79
ENGINEER I/II	34.88	56	35.90%	12.52				94	52.81%	18.42	40	50.00%	17.44	8	36.36%	12.68	32	53.33%	18.60
SURVEY V	60.00																		
SURVEY IV	60.00																		
SURVEY III	60.00																		
SURVEY II*	49.71																		
SURVEY I*	36.73																		
ENGINEERING TECH	60.00																		
ENGINEERING TECH	53.47																		
ENGINEERING TECH	49.33																		
ENGINEERING TECH	22.89																		
CAD MANAGER	60.00																		
ASST. CAD MANAGER	52.61																		
CAD II *	48.43																		
GIS SPECIALIST III	52.28																		
GIS SPECIALIST I/II	34.85																		
LANDSCAPE ARCHITECT	59.45				38	90.48%	53.79												
ENVIRONMENTAL PLANNING	60.00																		
ENVIRONMENTAL PLANNING	55.15																		
ENVIRONMENTAL PLANNING	42.03																		
ENVIRONMENTAL PLANNING	28.70																		
ENVIRONMENTAL PLANNING	41.00																		
ADMINISTRATIVE*	38.12																		
ENGINEERING INTERNS	16.50																		
TOTALS		156	100%	\$45.93	42	100%	\$60.31	178	100%	\$42.77	80	100%	\$43.62	22	100%	\$44.54	60	100%	\$41.96

AVERAGE HOURLY PROJECT RATES

FIRM Christopher B. Burke Engineering, Ltd.
Local Agency City of Aurora
Section 18-00325-00-PK
Project ATC East Parking Lot
Job No: 0

DATE 05/06/20

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Task 12 - Project Meetings			Task 13 - Agency Coordination			Task 14 - Project Administration											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	60.00																		
ENGINEER VI	70.00																		
ENGINEER V	68.50	22	55.00%	37.68	32	100.00%	68.50	32	100.00%	68.50									
ENGINEER IV	56.50																		
ENGINEER III	46.99	18	45.00%	21.14															
ENGINEER I/II	34.88																		
SURVEY V	60.00																		
SURVEY IV	60.00																		
SURVEY III	60.00																		
SURVEY II*	49.71																		
SURVEY I*	36.73																		
ENGINEERING TECH	60.00																		
ENGINEERING TECH	53.47																		
ENGINEERING TECH	49.33																		
ENGINEERING TECH	22.89																		
CAD MANAGER	60.00																		
ASST. CAD MANAGER	52.61																		
CAD II *	48.43																		
GIS SPECIALIST III	52.28																		
GIS SPECIALIST I/II	34.85																		
LANDSCAPE ARCH	59.45																		
ENVIRONMENTAL ENGINEER	60.00																		
ENVIRONMENTAL ENGINEER	55.15																		
ENVIRONMENTAL ENGINEER	42.03																		
ENVIRONMENTAL ENGINEER	28.70																		
ENVIRONMENTAL ENGINEER	41.00																		
ADMINISTRATIVE*	38.12																		
ENGINEERING INTERNS	16.50																		
TOTALS		40	100%	\$58.82	32	100%	\$68.50	32	100%	\$68.50	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

COMPANY NAME: Christopher B. Burke Engineering, Ltd.
PROJECT DESCRIPTION AND SECTION #: ATC East Parking Lot
TODAY'S DATE: 4/21/2020

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)			\$175.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$750.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	X	544	\$0.540	\$293.76
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	X		\$65.00	\$0.00
Vehicle Rental	Actual cost (Up to \$55/day)	X		\$55.00	\$0.00
Tolls	Actual cost	X	10	\$6.00	\$60.00
Parking	Actual cost	X		\$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)	X	10	\$25.00	\$250.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	X		\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)	X		\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$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)	x		\$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)	X	2	\$400.00	\$800.00
Recording Fees	Actual cost	X		\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$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
81/2 x 11 Color Laser	Actual Cost Per Page	X	400	\$0.55	\$220.00
81/2 x 11 Color Stock	Actual Cost Per Page	X		\$0.10	\$0.00
81/2 x 11 Card Stock	Actual Cost Per Page	X		\$0.12	\$0.00
Scan Setup	Actual Cost Per Sheet	X	250	\$0.50	\$125.00
Scan to File	Actual Cost Per Sheet	X	250	\$2.00	\$500.00
Color Scan to pdf	Actual Cost Per Square Foot	X	250	\$1.40	\$350.00
11x17 Color Paper	Actual Cost Per Page	X	500	\$0.16	\$80.00
11x17 Color Laser	Actual Cost Per Page	X	250	\$0.95	\$237.50
Digital Bond Prints	Actual Cost Per Square Foot	X	6,000	\$0.16	\$960.00
Color Inkjet Prints	Actual Cost Per Square Foot	X	100	\$2.70	\$270.00
Burn CD	Actual Cost Each	X	10	\$12.00	\$120.00
Title Reports	Actual Cost Each			\$20.00	\$0.00
TOTAL DIRECT COST					\$4,266.26

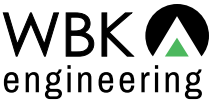
**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific

opportunity number

Proposal



Submitted To:

Prepared By:

WBK Engineering, LLC

Primary Contact:

Primary Contact:

Services

Cost-Not to Exceed Lump Sum

Task Name:

Deliverable:

Budget

Budget for Reimbursable Expenses (Cost Plus 10%):

Total Amount Budgeted For All Services Rendered:

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

WBK Authorization By (Please Print):

Signature

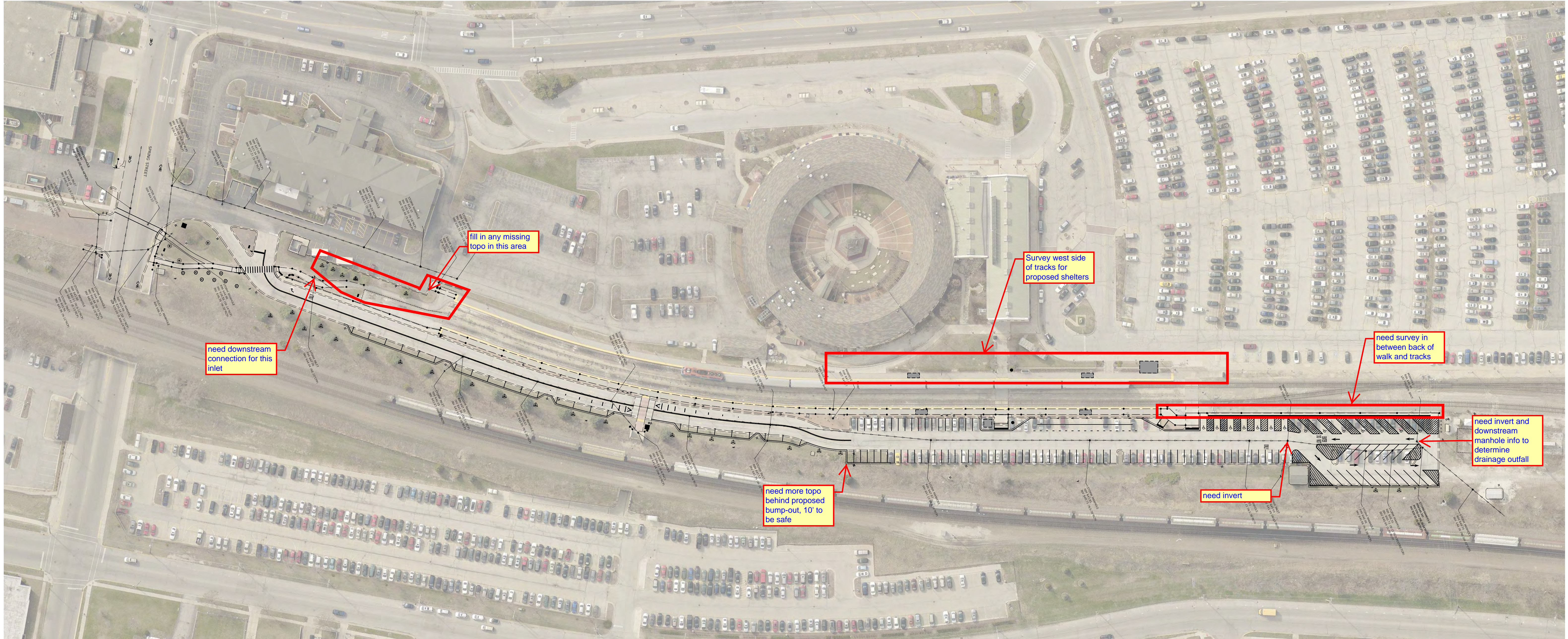
Date

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

Client Authorization By (Please Print):

Signature

Date



**Final Engineering
ATC Supplemental Topography
Aurora ATC**

Route 0
Local Agency CBBEL
Section 0
Project 0
Job No. 0
Existing Structure No. 0

Method of Compensation:

- Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3 + R)DL + IHDC]
Specified Rate ☐ (0.37 + R) DL
Lump Sum ☐

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

Overhead Rate (OH) 157.74 %
Complexity Factor (R) 0.000
Calendar Days 0

Date: 4/20/2020

Cost Estimate of Consultant's Services in Dollars

Element of Work		Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1	Existing Conditions and Site Analysis						\$ -	\$ 34.50	\$5.00	\$39.50
		Technician III	32.0	\$36.60	\$1,171.20	\$1,847.45			\$437.70	\$3,456.35
Totals			32.0		\$ 1,171.20	\$ 1,847.45	\$ -	\$ 34.50	\$ 442.70	\$ 3,495.85

Route

Local Agency City of Aurora

Section

Project

Job No.

Existing Structu

Description			Technician III
1	Supplemental Topo Survey		
	1.1	Research and Set up	4
	1.2	Field Work	16
	1.3	CAD Office	12
SUB-TOTAL			32.0
PERCENT			100%
TOTALS			32.0
PERCENT			100%

Final Engineering

In-House Di

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

Consultant WBK Engineering, LLC

			TASK 1	
			Supplemental Topo Survey	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST
DIRECT COSTS				
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00
Vehicle Usage	DAY	\$65.00		\$0.00
Vehicle Mileage	MILE	\$0.575	60	\$34.50
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00
Public Notice (News Paper)	EACH	\$350.00		\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00
Title Commitments	EACH	\$500.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00
Sub-Totals				\$34.50

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms

and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Any costs greater than the "not to exceed" fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement's termination.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies

provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.
8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.
9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the

reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. Indemnification: Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3- 9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
14. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
18. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
19. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
20. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.
21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: P.J. Fitzpatrick, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
26. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which

the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

27. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify,

or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. Non-Discrimination: Engineer, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
34. Compliance With State and Federal Laws: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
36. Venue: The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
37. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to nonappropriation of funds,

both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

38. Insurance. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holders.

39. Certification: Engineer certifies that Engineer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
40. Drug Free Workplace: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
41. Prevailing Wage: To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Engineer understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.



A Subsidiary of GZA

GEOTECHNICAL

ENVIRONMENTAL

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MANAGEMENT

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April 20, 2020

via email: bwelch@cbbel.com

Mr. Bryan Welch, PE
Assistant Department Head – Civil Engineering Design
Christopher B. Burke Engineering, Ltd.
9675 W. Higgins Road, Suite 600
Rosemont, IL 60018

**Re: Phase II Environmental Services (PSI, CCDD, and Geotechnical)
Aurora Transportation Center – East Lot, Aurora, Kane County, Illinois
Proposal No. 81.PT00030.21 (Revised)**

Dear Mr. Welch:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to Christopher B. Burke Engineering, Ltd. (Client) to provide professional services in support of the City of Aurora Transportation Center East Lot Improvement Project located in Kane County, Illinois. Client has requested completion of a Preliminary site Investigation (PSI), including documentation for off-site final disposition of soils at a clean construction and demolition debris (CCDD) or uncontaminated soil fill operation (USFO) facility and limited Geotechnical Engineering Services. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project.

1. PROJECT BACKGROUND

Client has provided Consultant with a copy of the following documents that shall serve as the basis of our understanding for this proposal:

- Preliminary Environmental Site Assessment (PESA) Report, prepared by Client and dated January 22, 2019; and
- ATC East Parking Lot Overall ATC Concept Plan Figure (34"x22" format color aerial background, 1-sheet).

We understand the project includes reconstruction of the Aurora Transportation Center's (ATC) East Platform Parking Lot Enhancement project area, which is located west of the Railroad track and north of Spring Street and west of Lincoln Avenue Parking Lot. Aurora intends to rehabilitate the ATC East lot to improve vehicular circulation, increase pedestrian and bicycle accessibility and encourage increased Metra ridership, which should decrease vehicular trips and associated traffic congestion and pollution. The proposed project will consist of the following improvements:

- A new sidewalk, high visibility crosswalk and way-finding signage at the entrance of Spring Street.
- Real time message boards on the platform to indicate train departure/arrival time and track location.
- Creation of a Kiss and Ride area by reconfiguring the parking drive aisle along the north side of the parking lot. Existing ADA parking stalls will be relocated to the west to improve accessibility to the platforms. The sidewalk across the ADA parking shall be upgraded and detectable warning signs be installed.
- Installation of bike shelters on the east side and west side of the Metra tracks.



- Installation of decorative monuments signs at entrance on Spring Street.
- Installation of shared lane markings (Sharrows) along Spring Street.
- Installation of commuter transit shelter (s) along with space heaters.

2. SCOPE OF SERVICES

H&H will conduct a PSI and complete CCDD documentation via LPC-663 Form for the ATC East Lot Project Area. The scope is based on the findings of the PESA in conjunction with CCDD assessment of the entire project area, such that sampling is proposed in all areas of work, not only limited to areas where Recognized Environmental Conditions (RECs) and/or Potentially Impacted Properties (PIPs) were identified in the PESA, including:

- Site 3.2.1 – Aurora Central Fire Station at 75 N. Broadway (UST, LUST, Spills, RCRA hazardous waste generator);
- Site 3.2.2 – Aurora Transportation Center at 233 N. Broadway and 204 Spring Street (railroad tracks, UST, industrial surface impoundment area and historic cleaner);
- Site 3.2.3 – United Postal Service at 525 N. Broadway (UST, LUST, spills, RCRA hazardous materials generator, and registration with Superfund Enterprise Management System); and
- Site 3.2.5 – Bright Horizons at Parkway North (UST);

H&H will also conduct a series of pavement coring locations (2) and soil borings (2) per Client request, specifically for Geotechnical Engineering/Design considerations.

Task 1 – Preliminary Site Investigation (PSI) / CCDD

A. Soil Borings and Soil Sampling

It is anticipated that up to 1.5 days of field effort (environmental combined with geotechnical services) will be required with up to 4 soil boring locations completed for environmental purposes, assumed with the aid of a drilling (GeoProbe) subcontractor and an additional 2 locations for hand auger sampling. 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. Consultant 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 2 to 8 feet below ground surface.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) as determined from the PESA as presented below and to also account for disposal considerations at CCDD facilities based on our understanding of prior Aurora projects and also specific facility requirements regarding sampling protocol including frequency based on volume, linear extent of work, and parameter specific requirements. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds (VOCs)** (up to 6 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;
- **Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 6 samples) – Semi-volatile organic compounds (SVOCs) commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.



Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **RCRA Metals via total method** (up to 6 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for up to 7 of the RCRA Metals via total analysis method, generally excluding chromium.
- **RCRA Metals via TCLP and/or SPLP methods** (up to 6 samples) – Chromium will be analyzed via TCLP method in all samples and based on the total RCRA metal results, it may become necessary to complete supplemental testing for select compounds via either TCLP or SPLP analysis methods to determine compliance with the CCDD maximum allowable concentrations (MACs).
- **Polychlorinated biphenyls (PCBs, up to 2 samples)** – PCBs are very stable mixtures that are resistant to extreme temperature and pressure and were widely utilized in electrical equipment, hydraulic fluids, heat transfer fluids, lubricants and plasticizers.

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select (up to 6) pH samples submitted for laboratory analysis.

C. PSI Report Preparation

A report summarizing the results of the soil and sediment 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.

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.

Consistent with City of Aurora approach, H&H will submit the completed LPC-663 documentation to the nearby Heartland CCDD Fill Operation in close proximity to the project area for their review of the sampling information and to provide letters of pre-authorization for acceptance of project spoils, citing any exclusions, if any. Please note that the pre-authorization letters do not guarantee that spoils will not be rejected because there are acceptance procedures for each incoming load which may trigger a rejection based on appearance, odors, or loads containing materials not eligible for CCDD facility disposal.

Task 2 – Geotechnical Engineering Services

Based on our understanding of the proposed project, we propose the following scope of work. With the potential for deep fill deposits to be present on the Site from historic use as a railyard, we may recommend that the planned borings extend deeper than that normally required to evaluate parking lot soil subgrade conditions, but the Client requested 10-foot depth is appropriate at this time.

A. Subsurface Exploration Program

GZA proposes to drill a total of 2 pavement core sampling locations and 2 soil borings in various locations (to be completed at 2 of the environmental soil boring locations identified in Task 1) across the lot, to be confirmed by Client to ensure locations are consistent with design needs. For the pavement core locations, it is understood that exploration below the



depth of the asphalt pavement and underlying aggregate base course is not needed. The thickness of the existing asphalt and base course will be measured in the core locations. Client will be notified if conditions are encountered that would indicate deeper borings are recommended.

The soil borings will be drilled to depths of 10 feet below ground surface (bgs). Based on the proposed number and depth of the borings, the subsurface exploration program will result in approximately 20 lineal feet of drilling. The thickness of the existing asphalt and base course will also be measured in the borings. Client will be notified if conditions are encountered that would indicate deeper borings are recommended. The borings will be advanced using hollow-stem augers (HSAs) and Standard Penetration Tests (SPTs) will be conducted at 2.5-foot increments in each boring. Based on the Site reconnaissance, the borings will be accessible with a truck-mounted drill rig. The borings will be abandoned in accordance with the State of Illinois requirements.

B. Classification and Laboratory Testing

A geotechnical engineer will classify soil samples that are recovered from the subsurface explorations in general accordance with American Society for Testing and Materials (ASTM) D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*. Geotechnical laboratory tests will be performed on select soil samples collected from the soil borings to establish the moisture content, plasticity indices (Atterberg Limits) and grain size characteristics of the recovered soils.

C. Engineering Analyses and Report Preparation

GZA will prepare a Geotechnical Engineering Report based on the subsurface conditions encountered at the borings and the results of the field and laboratory testing. Information obtained from prior explorations will also be used to supplement the findings of our exploration. The Geotechnical Engineering Report will include:

- Descriptions of the pavement, soil, and groundwater conditions encountered in the borings;
- Unified Soil Classification System (USCS) soil classifications;
- A summary of the geotechnical field and laboratory test results;
- Borehole water levels observed during and after drilling (if encountered);
- Subgrade preparation recommendations that may include soil removal and replacement or subgrade improvement using geotextiles/geogrids;
- Soil subgrade parameters and analysis for pavement design including a vertical subgrade modulus for rigid pavement design;
- Flexible and rigid pavement design recommendations for heavy- and light-duty pavements, including base course type and thickness;
- Surface and subsurface drainage considerations; and
- Other general construction considerations based on the conditions encountered.

Our Geotechnical Engineering Report will also include an exploration location plan, boring logs with soil classifications, laboratory test results and procedures used in sampling and laboratory testing.

Task 3 – Project Management

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



Task 4 – QA/QC

Time under this task includes QA/QC time for the PSI reports and CCDD documentation as described above.

3. LEVEL OF EFFORT AND SCHEDULE

Costs are proposed to be on a time and materials basis and are included on the attached spreadsheets. PSI work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval. CCDD facility pre-authorization may require an additional two weeks. The Geotechnical Engineering Report will be completed within three weeks after receipt of laboratory analysis. Please notify H&H if an expedited schedule is necessary to meet project deadlines.

4. TERMS AND CONDITIONS

CONDITIONS OF ENGAGEMENT

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

ACCEPTANCE

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

Very truly yours,
Huff & Huff, Inc.

Jeremy J. Reynolds, P.G.

Associate Principal

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

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

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

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. H&H 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 H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
 - d. H&H 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 H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
 - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.
4. **Your Responsibilities.**
 - a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.



- ~~b. If you use the services of a construction 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 H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of **its professional services, except to the extent they are caused by H&H's negligence or willful misconduct.** ~~or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;~~
- (ii) ~~to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and~~
- (iii) ~~to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.~~
- ~~c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.~~
- 5. Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site that may occur and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 6. Underground Facilities.** H&H'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 H&H with respect to personal injury and property damages due to H&H'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 H&H; 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 H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**
- 8. Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H 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 H&H for storage and/or shipping beyond 30 days.
- 9. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the Site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the Site. H&H will not have responsibility



for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

11. Limits on H&H's Responsibility. H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

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, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

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

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

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



16. Insurance. During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance naming CBBEL and City of Aurora as additional insureds. ~~on request.~~

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

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 H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.~~
- ~~b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.~~
- ~~c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.~~
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

19. Disputes.

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

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 H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	Huff & Huff, Inc.
PRIME/SUPPLEMENT	CBBEL
Prepared By	JJR-H&H

DATE	04/20/20
PTB-ITEM#	0

CONTRACT TERM	12	MONTHS
START DATE	5/1/2020	
RAISE DATE	3/1/2021	
END DATE	4/30/2021	

OVERHEAD RATE	182.42%
COMPLEXITY FACTOR	0
% OF RAISE	3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2020	3/1/2021	10	83.33%
1	3/2/2021	5/1/2021	2	17.17%

The total escalation = 0.50%

PAYROLL RATES

FIRM NAME Huff & Huff, Inc. DATE 04/20/20
PRIME/SUPPLEMENT CBBEL
PTB-ITEM # 0

ESCALATION FACTOR 0.50%

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

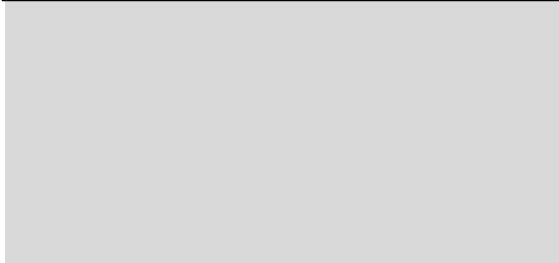
CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$70.00	\$70.35
Associate Principal II	\$70.00	\$70.35
Associate Principal I	\$62.63	\$62.94
Senior Consultant	\$69.44	\$69.79
Senior Project Manager III	\$60.73	\$61.03
Senior Project Manager II	\$46.64	\$46.87
Senior Project Manager I	\$45.12	\$45.35
Senior Landscape Architect	\$52.74	\$53.00
Senior Planning PM	\$51.48	\$51.74
Senior Geologist PM	\$47.33	\$47.57
Senior Technical Specialist	\$46.14	\$46.37
Senior Scientist PM II	\$48.58	\$48.82
Senior Scientist PM I	\$45.62	\$45.85
Senior Technical Scientist	\$44.24	\$44.46
Technical Graphics Technic	\$23.34	\$23.46
Scientist PM II	\$43.85	\$44.07
Engineer PM I	\$38.50	\$38.69
Assistant PM Engineer I	\$35.13	\$35.31
Engineer I	\$31.88	\$32.04
Assistant PM Scientist	\$31.50	\$31.66
Scientist E2	\$24.62	\$24.74
Administrative Managers	\$42.04	\$42.25
Senior Administrative Assist	\$29.53	\$29.68

Subconsultants

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT CBBEL
PTB-ITEM # 0

DATE 04/20/20

NAME	Direct Labor Total	Contribution to Prime Consultant
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Total

0.00

0.00

Bureau of Design and Environment
Prepared By: Consultant
DATE 04/20/20

OVERHEAD RATE	182.42%
COMPLEXITY FACTOR	0

6,233

BDE 3608 Template (Rev. 10/19/17)

AVERAGE HOURLY PROJECT RATES

FIRM Huff & Huff, Inc.
PTB-ITEM# 0
PRIME/SUPPLEMENT CBBEL

DATE 04/20/20

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PSI/CCDD			Geotechnical Services			Project Management			QAQC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0.0																	
Associate Principal II	70.00	0.0																	
Associate Principal I	62.94	4.0	5.88%	3.70				2	7.27%	4.58				2	50.00%	31.47			
Senior Consultant	69.79	0.0																	
Senior Project Manager III	61.03	0.0																	
Senior Project Manager II	46.87	0.0																	
Senior Project Manager I	45.35	0.0																	
Senior Landscape Architect	53.00	0.0																	
Senior Planning PM	51.74	0.0																	
Senior Geologist PM	47.57	4.0	5.88%	2.80				1	3.64%	1.73	1	100.00%	47.57	2	50.00%	23.78			
Senior Technical Specialist	46.37	0.0																	
Senior Scientist PM II	48.82	0.0																	
Senior Scientist PM I	45.85	0.0																	
Senior Technical Scientist	44.46	1.0	1.47%	0.65	0.5	1.41%	0.63	0.5	1.82%	0.81									
Technical Graphics Technician	23.46	3.0	4.41%	1.03	2	5.63%	1.32	1	3.64%	0.85									
Scientist PM II	44.07	0.0																	
Engineer PM I	38.69	0.0																	
Assistant PM Engineer I	35.31	10.0	14.71%	5.19	5	14.08%	4.97	5	18.18%	6.42									
Engineer I	32.04	0.0																	
Assistant PM Scientist	31.66	23.0	33.82%	10.71	13	36.62%	11.59	10	36.36%	11.51									
Scientist E2	24.74	23.0	33.82%	8.37	15	42.25%	10.45	8	29.09%	7.20									
Administrative Managers	42.25	0.0																	
Senior Administrative Assistant	29.68	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		68.0	100%	\$32.46	35.5	100.00%	\$28.97	27.5	100%	\$33.10	1.0	100%	\$47.57	4.0	100%	\$55.25	0.0	0%	\$0.00

HUFF & HUFF, INC. SUMMARY OF INHOUSE DIRECT COSTS

Project: CBBEL ATC East Lot

DIRECT

Task 1: PSI/CCDD

Trips - Company	60 miles	x	2 x	\$ 0.575	=	\$ 69.00
Tolls	ea	x	6 x	\$ 1.50	=	\$ 9.00
Field Kit	1 day	x	1 x	\$ 30.00	=	\$ 30.00
pH Meter	1 day	x	1 x	\$ 10.00	=	\$ 10.00
PID Meter	1 day	x	1 x	\$ 50.00	=	\$ 50.00
			Task Total			\$ 168.00

Task 2: Geotechnical Engineering

Trips - Company	60 miles	x	1 x	\$ 0.575	=	\$ 34.50
Tolls			3 x	\$ 1.50	=	\$ 4.50
Field Kit	1 day	x	1 x	\$ 30.00	=	\$ 30.00
			Task Total			\$ 69.00

Task 3: Project Management

			0 x	\$ -	=	\$ -
			Task Total			\$ -

Task 4: QAQC

			0 x	\$ -	=	\$ -
			Task Total			\$ -

GRAND TOTAL \$ 237.00

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: CBBEL ATC East Lot

OUTSIDE

Task 1: PSI/CCDD

Analytical					
VOCs	6	x	\$	155.00	= \$ 930.00
PNAs	6	x	\$	105.00	= \$ 630.00
RCRA 7 total	6	x	\$	90.00	= \$ 540.00
RCRA TCLP/SPLP	6	x	\$	95.00	= \$ 570.00
PCBs	2	x	\$	125.00	= \$ 250.00
pH	6	x	\$	15.00	= \$ 90.00
	0	x	\$	-	= \$ -
				Task Total	\$ 3,010.00

Task 2: Geotechnical Engineering

Geotech Lab	1	x	\$	250.00	= \$ 250.00
				Task Total	\$ 250.00

Task 3: Project Management

	0	x	\$	-	= \$ -
				Task Total	\$ -

Task 4: QAQC

	0	x	\$	-	= \$ -
				Task Total	\$ -

GRAND TOTAL \$ 3,260.00

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
Project: CBBEL ATC East Lot

					<u>OUTSIDE</u>
Task 1: PSI/CCDD					
Driller (day)	0.75	x	\$ 1,400.00	=	\$ 1,155.00
	0	x	\$ -	=	\$ -
			Task Total		\$ 1,155.00
Task 2: Geotechnical Engineering					
Driller (day)	0.75	x	\$ 1,400.00	=	\$ 1,155.00
	0	x	\$ -	=	\$ -
			Task Total		\$ 1,155.00
Task 3: Project Management					
	0	x	\$ -	=	\$ -
			Task Total		\$ -
Task 4: QAQC					
	0	x		=	\$ -
	0	x		=	\$ -
			Task Total		\$ -
<hr/>					
GRAND TOTAL				\$	2,310.00