

December 19, 2025

John Hoffmann
Engineering Coordinator
City of Aurora
77 South Broadway Avenue
Aurora, Illinois 60506

**RE: Proposal for Professional Services
Engineering and Environmental Sampling and Assistance**

Dear John:

Fehr Graham is pleased to provide you with this proposal for the following services.

SCOPE OF SERVICES

The City of Aurora (City) has 16 permitted combined sewer outfalls (CSOs) that are monitored continuously in accordance with its National Pollutant Discharge Elimination System (NPDES) permit. Fehr Graham will provide professional services to assist the City in complying with the special conditions of its NPDES permit associated with these CSOs. More specifically, we will conduct regular monitoring of the CSOs and assist in preparing monthly Discharge Monitoring Reports (DMRs) for CSO events for submittal to the Illinois Environmental Protection Agency (IEPA) from January 2026 through December 2027. Additionally, Fehr Graham will provide professional engineering services for performing dry-weather storm sewer outfall assessments, quarterly MS4 sampling, and quarterly storm event sampling to assist the City of Aurora in complying with the instream monitoring requirements of the Illinois Environmental Protection Agency General National Pollutant Discharge Elimination System Permit No. ILR40 for municipal separate storm sewer systems (MS4).

The project scope includes the following:

CSO DMR ASSISTANCE

- » Project management and coordination with City Staff.
- » Data retrieval and field inspection of three (3) non-real-time monitoring CSO meter locations twice a month.
- » Obtain rainfall data from the Engineer's rain gauge located at 230 Woodlawn Avenue.
- » Obtain data from Fox Metro Water Reclamation District about any monthly discharges from the City's CSO Treatment Facility located at 400 N. Broadway.
- » Review and QA/QC CSOs monitoring data and recorded rainfall data each month.
- » Review and QA/QC CSOs' real-time monitoring data weekly (16 CSO outfalls).
- » Prepare monthly DMRs for the City's submittal to IEPA.
- » Install new flow meters at two (2) locations. Installations require a 2-man confined-space team.
- » Perform routine flow meter maintenance, including cleaning and replacement of sensors as needed. 40 manhours have been budgeted for this task.
- » Purchase, replace, and properly dispose of flow meter batteries and desiccants once a year, up to a max of \$3,000 total.

DRY-WEATHER OUTFALL ASSESSMENTS

- » Project management and coordination with City Staff.

- » Perform storm sewer outfall assessments throughout the City of Aurora in 2026 and 2027 during low-flow and dry-weather conditions.
 - Inspections will be provided by two Fehr Graham staff members.
 - Assess storm sewer outfalls along the Fox River and Waubonsie Creek within the City of Aurora and qualify the physical conditions of each outfall as well as the appearance of any discharge encountered. Up to 40 hours of field inspections per year is anticipated.
 - Flag “Potential” and “Obvious Illicit Discharges” encountered and alert the City of Aurora to their presence to allow for follow-up examination of the discharge source.
 - Assess all priority storm sewer outfalls within the City of Aurora and update the priority list to remove any outfalls no longer considered a potentially illicit discharge source.
 - Enter the outfall assessment survey results into a GIS database maintained by the City of Aurora, to keep track of outfalls visited each year and monitor ongoing suspected illicit discharges.

QUARTERLY MS4 SAMPLING

- » Project management and coordination with City Staff.
- » Sample on a quarterly basis at a maximum of six (6) locations throughout the City of Aurora in 2026 and 2027.
 - The six (6) site locations are described as:
 - Fox River mainstem at Sullivan Road.
 - Fox River mainstem at North Avenue.
 - Fox River mainstem at Ashland Avenue.
 - Indian Creek at Reckinger Road.
 - Indian Creek at Austin Avenue.
 - Indian Creek at Ohio Street
 - A commercial laboratory will analyze the following parameters:
 - Carbonaceous biochemical oxygen demand (CBOD)
 - Chloride
 - Ammonia
 - Nitrite
 - Nitrate
 - Total Kjeldahl Nitrogen (TKN)
 - Organic Nitrogen
 - Total Phosphorous
 - Total Suspended Solids (TSS)
 - Fecal coliform
 - Chlorophyll a – sestonic
 - Fehr Graham will analyze the following in-situ parameters:
 - pH
 - Temperature
 - Conductivity
 - Dissolved Oxygen
- » The commercial laboratory selected for this project will be Metiri Group, located in Geneva, Illinois. The laboratory will provide the appropriate sample bottles. A 15% processing fee is assessed for all laboratory invoices.
 - Fehr Graham will be responsible for picking up the bottles prior to sampling and delivering the samples to the laboratory after collection.
 - Fehr Graham will provide the City of Aurora with the in-situ, laboratory, and completed data sheets from each sampling event.

QUARTERLY STORM EVENT SAMPLING

- » Project management and coordination with City Staff.
- » Sample on a quarterly basis after a storm event (>0.25" rain) at a maximum of six (6) locations throughout the City of Aurora in 2026 and 2027.
 - The six (6) site locations are described as:
 - Fox River mainstem west bank near West Park Ave. and River St.
 - Fox River mainstem east bank near Hurds Island, downstream of North Ave.
 - Waubonsie Creek near Mair Dr. and Waterford Dr.
 - Waubonsie Creek near Raintree Rd. and Gregory St.
 - Waubonsie Creek near Ellington Dr. and Keating Dr.
 - Blackberry Creek west of Coach and Surrey Ln. and Lakeview Dr.
 - The City of Aurora Water Treatment Plant laboratory will analyze the following parameters:
 - Fecal Coliforms
 - A commercial laboratory will analyze the following parameters:
 - Chloride
 - TSS
 - Nitrate
 - Nitrite
 - TKN
 - Ammonia
 - Mercury
 - Fecal Coliforms
 - Total Phosphorus
 - Oils and Grease
 - PCBs
 - Fehr Graham will analyze the following in-situ parameters:
 - pH
 - Temperature
 - Conductivity
 - Dissolved Oxygen
- » The commercial laboratory to be utilized for this project will be First Environmental Laboratories, Inc. in Naperville, Illinois. The laboratory will provide the appropriate sample bottles. A 15% processing fee is assessed for all laboratory invoices.
 - Fehr Graham will be responsible for picking up the bottles prior to sampling and delivering the samples to the laboratory after collection.
 - Fehr Graham will provide the City of Aurora with the in-situ data, laboratory data, and completed data sheets from each sampling event.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Submission of reports to the IEPA.
- » Additional sampling parameters, monitoring sites, or events other than those listed within this proposal.
- » MS4 permitting and coordination with the IEPA.
- » Installation of in-street antennas.
- » Installation of solar panels, solar panel enclosures, and solar panel batteries.

FEES

The above-described services can be performed on a time-and-materials basis with a not-to-exceed fee of \$263,000. Staff charge-out rates will be adjusted annually and in response to promotions.

Payment for the services rendered will be requested via a monthly invoice.

Equipment

Direct purchase of new flow monitoring equipment will be included in this contract. A quote has been solicited from the existing flow monitoring equipment vendor and is attached to this proposal. The quoted price for equipment is \$35,420. The City will be billed for the actual cost of the equipment, plus the labor to order and process the invoice. An additional 8% markup will be included. A contingency has also been applied to the budgeted equipment quote in case of equipment failure.

The following scope of equipment is proposed:

- » Two (2) flow monitoring modules with battery boxes and LTE Antennas
- » Two (2) flow monitoring sensors with adequate cord length per site, plus three (3) spare sensors stock cord length.

Below is a summary of the estimated fees:

Not-to-Exceed Fee Summary	
CSO Engineering Services	\$95,000
CSO Equipment	\$45,000
Outfall Inspections	\$25,000
MS4 Sampling (including lab fees)	\$59,000
Quarterly Storm Event Sampling (including lab fees)	\$39,000
Two-Year Total Budget	\$263,000

SCHEDULE

- » CSO retrievals and inspections will occur up to twice per month.
- » Meter replacements will be scheduled as the equipment is purchased.
- » DMRS will be submitted to the City by the 15th of every month.
 - Services for the above will be provided beginning in January 2026 and extending through December 2027.
- » Sampling after a storm event will be scheduled quarterly from January through December in 2026 and 2027 for a total of eight (8) sampling events.
- » Assessment services for storm sewer outfalls will occur during a dry-weather and low-flow event for the summer of 2026 and the summer of 2027.
- » Sampling for the quarterly MS4 events will be scheduled from January 2026 through December 2027 for a total of eight (8) sampling events.
 - Sampling will occur in conjunction with the Fox River Study Group's monthly sampling, which occurs on the third Tuesday of each month.

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John Hoffmann, City of Aurora
Engineering and Environmental Sampling and Assistance
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AUTHORIZATION

We appreciate the opportunity to present this proposal. If this proposal meets your approval, please sign the attached Agreement for Professional Services. Your signature will serve as authorization to proceed.

If you have any questions or need clarification on any of the above, please do not hesitate to call. We look forward to working with you on this project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris DeSilva".

Chris DeSilva, PE
Branch Manager, COO

Enclosure: Agreement for Professional Services

N:\Proposals\2026\Alex Hoppes\Aurora\City of Aurora 2026-2027 CSO and Enviro services DMRs.docx

Client John Hoffmann
 City of Aurora
 77 South Broadway
 Aurora, Illinois 60506

Description of Services:

Proposal for Professional Services Engineering and Environmental Sampling and Assistance

Fehr Graham will complete the scope of services as outlined in the proposal dated December 19, 2025, included herein.

COST: You will be billed on a time and material basis as per the annually established fee schedule.

The fee for performing the above services is estimated to be \$263,000.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:	CONSULTANT:	
Signature	By	_____
Name	Name	<u>Kyle Saunders</u>
Title	Title	<u>President</u>
Date Accepted	Date Proposed	<u>December 19, 2025</u>
		405.0026049.000

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. The City will approve and pay approved portions of all invoices in accordance with the Local Government Prompt Payment Act ("the Act"). Interest and penalties on approved but unpaid portions shall accrue in the manner and to the extent provided in the Act.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made.
8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Customer harmless, including its respective officers, elected officials, employees, agents, members, and representatives, from and against liability for claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. Neither by insurance nor indemnification does the City waive any privilege or immunity which may be available to it at law.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed Consultant's total fee for services rendered on this Project.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) 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. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Kane County, Illinois.