



June 23, 2015

Mr. Ken Schroth, P.E.
Director of Public Works / City Engineer
City of Aurora
Engineering Division
44 East Downer Place
Aurora, IL 60507



**Re: Professional Services for
Montgomery Road Multi-Use Path Phase II
Aurora, Illinois**

Dear Mr. Schroth:

Thank you for the opportunity to submit this proposal for professional services for the proposed Montgomery Road multi-use path project.

Our proposal presents in more detail below the following items: Project Description, Scope of Services, Fees and Conditions, Qualifications and Acceptance.

PROJECT DESCRIPTION

The City of Aurora, hereinafter referred to as Client, proposes to construct multi-use path improvements as follows:

- **Montgomery Road Multi-Use Path Phase II**

Construct a new 10-foot multi-use path along Montgomery Road, from Kautz Road to Middlebury Drive. The funding and target letting dates are to be determined. The City has applied for CMAQ/TAP funding on this project and there is a possibility the project may be processed with Federal Funds. For the purposes of this agreement, it is assumed that the project will be funded with Federal Funds and let on an IDOT State Letting.

SCOPE OF SERVICES

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analysis to perform field and office civil engineering services for the above referenced project, in accordance with the detailed scope of services (attached as Exhibit 1), accepted civil engineering practices, the current Ordinances and Regulations of the City of Aurora and Kane County, and the Illinois Department of Transportation requirements related to storm sewer and roadway improvements.

ITEMS NOT COVERED UNDER THIS SCOPE OF SERVICES

R.O.W. acquisition has not been identified by the City as required; if deemed necessary for the project, Engineering Enterprises, Inc. can provide these services through a contract amendment or with a separate contract for the additional services. No work has been allowed to finalize the Phase I Study currently underway by the City, other than coordinating the wetland delineation with Huff & Huff. No services for a Preliminary Site Investigation (PSI) are included. If impacted sites are found during the PESA in Phase I, these services can be provided by EEI through a contract amendment or with a separate contract for the additional services. This agreement assumes that no traffic signal modifications will be necessary other than replacing the existing pedestrian signal heads at US 34 with countdown timer pedestrian heads. No services will be provided for any necessary permitting under National Pollutant Discharge Elimination System (NPDES) or with the Kane-DuPage Soil and Water Conservation District (KDSWCD).

FREEDOM OF INFORMATION ACT

Our firm acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Aurora to produce certain records that may be in the possession of our firm. Our firm shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the our firm was, in fact, the City of Aurora). Our firm shall review its records promptly and produce to the City of Aurora within two business days of contact from the City of Aurora the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, our firm may request the City of Aurora to extend the time do so, and the City of Aurora will, if time and a basis for extension under the Act permits, consider such extensions

FEES AND CONDITIONS

The proposed method and amount of payment for all services associated with this Contract, as outlined in the attached estimate of level of effort (Exhibit 2) is at a Cost-Plus-Fixed-Fee not to exceed price of **\$51,028.61** including all sub-consultant service fees.

All permit fees are the responsibility of the Client. We will identify all civil engineering related permit fees and communicate these fees with the Client in time to submit any application and fee to the authorizing jurisdiction.

Payment for all work will be based on invoices submitted periodically by our firm, but not more frequently than monthly as the work progresses. Invoices will be payable by the Client within 45 days of the date of the invoice.

This proposal shall be in effect for a period of thirty (30) days from the date of this proposal. If this proposal is not accepted within that period of time, our firm reserves the right to withdraw or revise this proposal.

Additional assignments not described above will be performed at an hourly rate for the various classifications of employees who will perform the work, or in accordance with a separate proposal. Prior written approval from the Client is required for such additional assignments or charges.

SCHEDULE

A detailed schedule has not been included in this agreement because the funding source has not been finalized. Once the CMAQ/TAP applications have been reviewed and the projects with funding selected, a schedule can be provided based upon the funding source and timelines. If Federal Funding is obtained, the schedule will depend on the programming year of the funds. If Federal Funds are not obtained and the project moves forward with local money, we anticipated that the project can be under construction in 2016.

GENERAL CONDITIONS

The general conditions, as summarized in Exhibit 3, apply to this agreement.

QUALIFICATIONS

Engineering Enterprises, Inc. is actively engaged in the planning, design and construction of transportation projects throughout northeastern Illinois. EEI has also provided civil engineering and land surveying services for a number of projects in the City of Aurora. While various members of our firm will perform the work on this project, the principal contact person with our firm will be Tim Weidner, Project Manager. In addition to EEI staff, Huff and Huff will provide wetland delineation services.

The office services for the project will be produced using Computer Aided Drafting (CAD) systems using complementary software and hardware. Adequate field vehicles and communications equipment are available to facilitate field to office coordination.

ACCEPTANCE


We will give our full attention to the projects so that they may be finalized as soon as practicable, consistent with performance of our services, and other considerations. We have the experienced staff available to meet these requirements.

If the Project Description, Scope of Services, and Fees and Conditions, as cited above are satisfactory, please indicate your acceptance by signing both of the enclosed proposals and returning one of them to us for our records.

We welcome the opportunity to submit this proposal for professional services to you for your consideration. We look forward to working with and for you on this exciting project.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.


Jeffrey W. Freeman, P.E., CFM, LEED AP
Vice President

JWF/tvw
pc: PGW, TWT, TVW, DMT – EEI (via email)

AGREEMENT

All terms and conditions to this Agreement for Professional Services

accepted this _____ day of _____, 2015.

By _____

By _____

City of Aurora
Organization

44 East Downer Place
Address

Aurora IL 60507
City State Zip

Accepted this _____ day of _____, 2015.

ENGINEERING ENTERPRISES, INC.
Organization

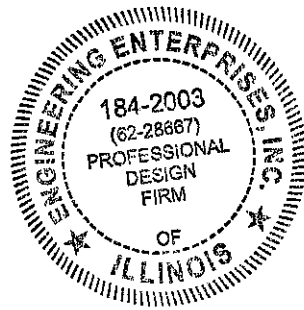
52 Wheeler Road
Address

Sugar Grove IL 60554
City State Zip

By *Jeffrey W. Freeman (AS)*
Vice President

By *Debbie M. Ferrari*
Executive Assistant

(corporate seal)



**Montgomery Road Multi-Use Path Phase II
City of Aurora**

Exhibit 1 – Scope of Services

In order to successfully complete this project, various items will need to be addressed during the design engineering for this project. For the purposes of this agreement, it is assumed that the project will be funded with Federal Funds and let on an IDOT State Letting. Our proposed scope of services will include the following:

Montgomery Road Multi-Use Path

A. Wetland Delineation

1. Coordinate and with Huff & Huff to complete a wetland delineation.
2. No other Phase I services will be provided.

B. Data Collection and Review

1. Prepare aerial mosaics of the project limits to be used for exhibits and presentations. The City will provide electronic copy of aerial photography with parcel information to Engineering Enterprises, Inc. No new aerial photography is included in the contract.
2. The Client will provide a photo log of project limits.
3. The Client will provide all Phase I documents to EEI, including all electronic CAD files and the Project Development Report (PDR).
4. No Preliminary Site Investigation (PSI) will be provided.

C. Survey Services

1. Survey will be completed for this project, as necessary to obtain data for the production of plans and specifications and to identify property corners along the corridor. The survey locations will be:
 - a. Both sides of the roadway from the Waubensee Creek Trail to Ogden Road
 - b. South side of the roadway only from Ogden Road to Eola Road
 - c. North side of the roadway from Eola Road to Middlebury Road

D. Pre-Final Design Engineering

Pre-Final plans and specifications will be developed in accordance with the applicable IDOT Manuals and City standards where applicable. The general guidelines that will be followed during the design are as follows:

1. Prepare construction plans, consisting of, but not limited to, the following sheets:
 - a. Cover Sheet:
 - i. Project title
 - ii. Location map
 - iii. Professional engineer seal and signature block
 - iv. IDOT and Local Agency signature block
 - v. JULIE information
 - vi. Scales
 - vii. Benchmarks
 - b. General Notes, Legend, and Commitments
 - i. Index of Sheets
 - ii. Key construction notes and information

- iii. Summary of Quantities
 - iv. Legend
 - v. Project Commitments
 - c. Quantities
 - i. Summary of Quantities using IDOT coded pay items
 - ii. Schedule of Quantities
 - d. Existing and Proposed Typical Sections
 - i. Proposed Sections - R.O.W., pavement width, proposed pavement thickness and materials
 - ii. Hot-Mix Asphalt Mixtures Requirement Table
 - e. Alignment, Ties, and Benchmarks
 - f. Plan & Profile Sheets
 - i. Plan view and centerline profile of proposed shared-use path
 - ii. Dimensions
 - iii. Construction callouts and notes
 - iv. Striping plan
 - g. Erosion Control and Protection Plan
 - h. Traffic Signal Modification Plans and Wiring Diagrams
 - i. Drainage and Utilities Sheets
 - j. Traffic Signal plans
 - k. Cross Sections (as required)
 - l. Details
 - i. IDOT Highway Standards
 - ii. IDOT District One details
 - iii. Project specific details
 - iv. City of Aurora details
 - 2. Specifications
 - a. Prepare all required special provisions pertaining to construction line items
 - b. Include all necessary City special provisions
 - c. IDOT Bureau of Design and Environment Special Provisions
 - d. IDOT Check Sheet for Recurring Special Provisions
 - e. IDOT Check Sheet for Recurring Local Roads and Streets Special Provisions
 - f. IDOT Sheet for Index for Supplemental Specifications
 - g. IDOT District One Traffic Signal Special Provisions
 - h. Bureau of Local Roads and Streets Special Provisions
 - i. Storm Water Pollution Prevention Plan (SWPPP)
 - 3. Estimates
 - a. Final estimate of the project cost
 - b. Estimated duration of construction
 - 4. Lump Sum Breakdowns
 - 5. Proprietary Item Request Letter (if required)
 - 6. This scope of services assumes no traffic signal modifications will be made other than replacing the existing pedestrian signal heads at US 34 with countdown timer pedestrian heads.
 - 7. This scope of services assumes no NPDES or KSWCD permitting will be performed by EEI.
 - 8. Utility Coordination – letters and Pre-Final plans will be sent to all utilities within the project area, including Com-Ed, Nicor, AT&T, cable, Fox Metro Water Reclamation District, and city owned utilities.
- E. Final Design Engineering

1. Revise Pre-Final engineering documents based on comments received from IDOT, the City and all permitting agencies.
2. Final Engineer's Opinion of Probable Construction Cost
3. Estimate of Time and Construction Schedule
4. Prepare final Contract Documents (Plans, Specifications and Special Provisions)– (following IDOT Local Roads standards)

F. Bidding and Contracting

1. No bidding and contracting services will be provided as the project will be on a State Letting.

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Engineering Enterprises, Inc.
PRIME/SUPPLEMENT Prime

DATE 06/19/15
PTB NO. _____

CONTRACT TERM 9 MONTHS
START DATE 7/1/2015
RAISE DATE 2/20/2016

OVERHEAD RATE 199.32%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

7/1/2015 - 2/20/2016

8
9

= 88.89%
= 1.0033

2/21/2016 - 3/20/2016

1
9

11.44%

The total escalation for this project would be:

0.33%

AVERAGE HOURLY PROJECT RATES

FIRM Engineering Enterprises, Inc.

PSB _____

PRIME/SUPPLEMENT Prime

DATE 06/19/15

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Wetland Delineation			Project Scoping, Data Collection			Topographic Survey			Kick-Off Meeting With City			Kick-Off Meeting With IDOT		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Sr. Principal	67.53	0																	
Principal	56.83	6	1.60%	0.91											2	33.33%	18.94		
Sr. Proj. Manager	50.88	0																	
Proj. Manager	40.34	54	14.36%	5.79			4	33.33%	13.45						2	33.33%	13.45		
Sr. Proj. Eng/Surv II	37.99	144	38.30%	14.55	2	###	8	66.67%	25.32						2	33.33%	12.66	4	33.33%
Sr. Proj. Eng/Surv I	33.41	60	15.96%	5.33														8	66.67%
Proj. Eng/Surv	28.14	0																	
Assoc. Eng/Surv	14.05	0																	
Sr. Proj. Tech II	36.92	0																	
Sr. Proj. Tech I	32.31	108	28.72%	9.28															
Admin. Assistant	25.89	4	1.06%	0.28															
		0																	
		0																	
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TOTALS		376	100%	\$36.14	2	100.00%	\$37.99	12	100%	\$38.77	76	100%	\$34.87	6	100%	\$45.05	12	100%	\$38.77

**EXHIBIT 3
GENERAL CONDITIONS**

CITY OF AURORA PROJECT

SECTION 1 – THE ENGINEER AGREES

- 1.1 Engineer agrees to procure and maintain at its sole cost, during the term of this Agreement, and to require each subcontractor to provide and maintain, at its own cost and expense, the types of policies of insurance coverage in such amounts as are set forth below:
- a. General Public Liability and Property Damage Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) each occurrence and two (2) million dollars (\$2,000,000) general aggregate.
 - b. Workmen's Compensation and Employer's Liability Insurance of not less than five (5) hundred thousand dollars (\$500,000).
 - c. Automobile Liability Insurance with limits of liability of not less than one (1) million dollars (\$1,000,000) with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any occurrence, covering owned, non-owned and hired vehicles.
 - d. Professional Liability Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) per claim and two (2) million dollars (\$2,000,000) aggregate.
- 1.2 Other than the insurance referenced in Section 1.1, b and 1.1, d above, Engineer agrees to endorse and name Owner and to require all subcontractors to endorse and name Owner as a primary, non-contributory additional insured on the above referenced insurance policies for this project. The Engineer also agrees to provide Owner with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day Notice to Owner of cancellation or non-renewal of coverage except for 10 day notice for non-payment. The Certificate Holder address shall read: City of Aurora, ATTN: Risk Manager, 44 E, Downer Place, Aurora, IL 60507.
- 1.3 Engineer agrees to indemnify and save Owner harmless from and against any loss, damage, injury or liability including reasonable attorney's fees and costs to the extent arising from any willful or negligent acts of Engineer, its employees, agents, subcontractors and their employees and agents performed during the execution of the services provided for in this Agreement. Engineer shall not be responsible for any loss, damage or liability arising from any acts by Owner, its agents, staff, consultants employed by others, or other third parties who are not employees of Engineer.

- 1.4 That all engineering services will be performed in accordance with all federal, state and local laws and the rules and regulations of the Illinois Environmental Protection Agency that are in force at the time the services are performed under this Agreement.
- 1.5 That all documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal when such is required by law.
- 1.6 The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION 2 – THE OWNER AGREES

- 2.1 That any services beyond the scope, not included or beyond the amount of work listed in The Scope of Services Section, will be considered additional work. In the event there is a dispute whether something is considered to be additional work, the parties will engage in a good faith, collaborative process to arrive at a consensus as to how the work will be done, the details and costs of the work and whether it falls outside of the scope of the work herein. No additional work will be done without the Owner's prior written approval. Compensation for additional work will be paid in accordance with the Engineer's Fee Schedule within Exhibit 2. Nothing in this Section shall release Engineer of responsibilities for furnishing services, without extra cost to the Owner, when such services are necessary due to Engineer's error.
- 2.2 That payments due the Engineer for services rendered will be made in monthly payments based upon actual work completed.
- 2.3 To pay Engineer within 45 days after approval of the invoice by the City Council, and in accordance with the Illinois Prompt Payment Act.
- 2.4 In no event shall Engineer be required by Owner to indemnify any other party for the consequences of that party's negligence, including negligent failure to follow Engineer's recommendations.
- 2.5 Engineer's employees shall not be retained as expert witnesses except by separate written Agreement.
- 2.6 That the Engineer will not field verify by means of digging or vacuuming the location, size, type and depth of water and sewer utilities. All field verification of utilities utilizing digging or

vacuuming methods shall be performed by the Owner or be considered additional services to this Contract.

- 2.7 Human Rights Act and Sexual Harassment Policy – The parties agree that this contract shall be carried out in full conformity with the Illinois Human Rights Act and that the Engineer has and shall maintain a Sexual Harassment Policy in conformity with Section 2-105(A)(4) of the Illinois Human Rights Act.

SECTION 3 – IT IS MUTUALLY AGREED

- 3.1 During the progress of work under this Agreement, the Engineer shall continuously monitor its costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in the Fees and Conditions Section, the Engineer shall immediately notify the Owner.
- 3.2 That the Engineer agrees that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Owner shall have the right to void this Agreement without liability whatsoever.
- 3.3 That the Owner acknowledges that the Engineer is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Engineer, in the execution or performance of this Agreement shall be made against the Engineer and not against such director, officer or employee.
- 3.4 That the Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; Neither the Owner nor the Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Owner and the Engineer.
- 3.5 All Reports, Drawings, Specifications, other documents, including those in electronic form, prepared or furnished by the Engineer pursuant to this Agreement are Instruments of Service for use solely with respect to this project. The Owner shall be considered the owner of the Instruments of Service and shall have the authority to use said Instruments of Service without restrictions, on this or any other project. In the event of any termination of the Engineer's services, the Engineer shall turn over and deliver to the Owner a copy of all Instruments of

Service, including any information or documents in electronic format, AutoCad, or otherwise. In the event any such documents or Instruments of Service are incomplete, the same may be appropriately marked by the Engineer as Incomplete and Unreliable. Use of these documents for any reason is at the user's sole risk. A copy of all Instruments of Service shall be delivered to the Owner at such time as they are completed or at such time as the Contract is terminated.

- 3.6 The Engineer may be required to enter private properties and private premises to perform the work identified in the project, provided the Engineer notifies the Owner of its intent to do so as soon as practicably possible. In the event private properties and/or premises sustain damage, Engineer will indemnify owner as set forth in Section 1.3 of this attachment.
- 3.7 Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions. Engineer's opinion of probable total project and construction costs provided for the project are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual total project or construction costs will not vary from opinions of probable cost prepared by Engineer.
- 3.8 This Agreement may be terminated by the Owner at any time. In the event of termination by Owner, Engineer shall be entitled to be paid for those services performed to the date of termination, and for actual costs related to close-out and terminating contracts with Engineer's consultants, contractors, and vendors provided the City first approved of the contract with the consultant, contractors and vendors. In the event of termination, Engineer shall take all reasonable steps to minimize the costs related to close-out.
- 3.9 Any provision of the Agreement held in violation of any law shall be deemed stricken and all remaining provisions shall remain binding on the parties.
- 3.10 The parties agree that this Agreement is governed by the law of the State of Illinois. Any actions relating to the services provided herein shall be brought exclusively in Kane County, Illinois or any federal district court located in Illinois.



915 Harger Road, Suite 330
Oak Brook, IL 60523
Phone (630) 684-9100
Fax (630) 684-9120
Website: <http://huffnhuff.com>

May 29, 2015

Mr. Timothy V. Weidner, P.E.
Project Manager
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

**Re: Wetland Services – Montgomery Road Multi-Use Path
Aurora, Kane County, Illinois
Proposal No. 81.PT000048.16**

Dear Mr. Weidner,

1. PROJECT UNDERSTANDING

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. (Consultant), is pleased to submit this proposal to Engineering Enterprises, Inc. (Client) to perform wetland delineation services associated with the Montgomery Road Multi-Use Path Project in Aurora, Illinois.

Consultant understands the project limits for the proposed multi-use path are from Waubonsie Creek Trail to Middlebury Drive. Further, Consultant has been provided a copy of a figure depicting the project limits and a wetlands map for reference. This figure depicts conditions that indicate delineation services are needed associated with the area of the creek and an area further east between Ridge Road and Valayna Drive.

The proposal presents the scope, approach as fee associated with providing the requested services for this project.

2. SCOPE OF SERVICES

The environmental tasks proposed for the Phase I Engineering Services Request include wetland delineation and reporting.

Task 1 – Wetland/WOUS Delineation and Report

Consultant will conduct a wetland and “waters of the United States” (WOUS) delineation using current guidance and methodologies from the U.S. Army Corps of Engineers (COE). The assessment will include a document review (soils, topographic, wetlands, hydric soils, floodplain, and aerial photography mapping), an on-site field investigation, and a report summarizing findings, including mapping.

A. Off-site Record/Document Review

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

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory (NWI) Maps
- Kane County Soil Survey
- Kane County ADID maps
- Flood Insurance Rate Maps
- Aerial Photography

B. On-Site Investigation (Field Inventory)

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be surveyed in the field by Consultant.

A wetland and WOUS delineation of the project site will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands;" Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (COE, Section 404 Permit) and Illinois Environmental Protection Agency (IEPA, Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to privately as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and approximate boundaries of all wetlands and WOUS.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland and WOUS boundaries will be defined using the 2010 "*COE Midwest Region Manual*" (COE, 2010). Each potential wetland and WOUS area will be evaluated for the presence of wetland indicators comprised of hydrophytic vegetation, hydric soils, and wetland hydrology. Functions of wetlands will be evaluated from field observations as well. All areas exhibiting wetland and WOUS characteristics within the project limits will be investigated.

C. Report

A wetland and WOUS delineation report will be prepared summarizing the findings of the fieldwork. Based on reviewed information, wetlands and WOUS are present and this report will be needed.

Specific items to be included are as follows:

- a) Map showing the wetland/WOUS boundaries and project boundaries

- b) COE data sheets with color photos
- c) Written description of wetland functional classification
- d) Floristic Quality Index Rating assessment
- e) Permitting Summary
- f) Jurisdictional Summary Table
- g) Identification of 303d impaired waterways

Task 2 - QA/QC

Time will be allotted to conduct QA/QC reviews of the wetland delineation report, and Section 404 permitting materials.

Task 3 – Project Management

This task covers items necessary to manage the project, scheduling, and coordination with the prime consultant.

3. PROJECT COSTS

The project cost is provided in the CECS Form attached to this proposal. Costs will be invoiced as a cost plus fixed fee

4. SCHEDULE

A wetland delineation will be scheduled within two weeks of authorization. The delineation will be scheduled during the growing season (approximately April 15 to October 15). If the delineation is completed outside of the growing season, additional field visits would be required and is not included in this scope of services.

5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2008 by GZA GeoEnvironmental, Inc.

Engineering Enterprises, Inc.:

Proposal No 81.PT00048.16:

Site: Montgomery Road Multi-Use Path – Aurora, IL

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with Consultant, Engineering Enterprises, Inc., named above.

1. Services. H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care. H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**

3. Payment.

- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 60 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

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

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

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

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

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

10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

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

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

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

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

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

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

16. Limitation of Remedies.

- a. Any claim will be deemed waived unless received by H&H within five years of substantial completion of the services.

- b. 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.
- c. 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.
- d. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

17. Disputes.

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

18. Miscellaneous.

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

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT
HUFF & HUFF, INC.

Linda L Huff
Signature

By Linda L. Huff, P.E.
Typed Name

Principal
Officer's Title

May 29, 2015
Date

CLIENT
ENGINEERING ENTERPRISES, INC.

Signature

Typed Name

Officer's Title

Date

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS
 Project: EEI - Montgomery Road Multi-Use Path

						<u>DIRECT</u>
Task 1 - Wetlands/WOUS Delineation & Report						
Trips - Company	50 miles	x	1 x	\$ 0.575	=	\$ 28.75
Tolls			0 x	\$ 1.00	=	\$ -
Parking			0 x	\$ 5.00	=	\$ -
Reproduction	6 sets	x	60 x	\$ 0.03	=	\$ 10.80
Color copies	6 sets	x	8 x	\$ 0.11	=	\$ 5.28
Photo sheets	6 sets	x	5 x	\$ 0.11	=	\$ 3.30
CAD Plots			0 x	\$ 1.85	=	\$ -
			0 x	\$ -	=	\$ -
<hr/>						
Task Total						\$ 48.13
 Task 2 - QA/QC						
<hr/>						
						0 x \$ - = \$ -
Task Total						\$ -
 Task 3 - Project Management						
<hr/>						
						0 x \$ - = \$ -
Task Total						\$ -
 <hr/>						
GRAND TOTAL						\$ 48.13

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: EEI - Montgomery Road Multi-Use Path

				<u>OUTSIDE</u>
Task 1 - Wetlands/WOUS Delineation & Report				
Federal Express	2 x	\$ 20.00	=	\$ 40.00
Records Search	0 x	\$ 250.00	=	\$ -
	0 x	\$ -	=	\$ -
		Task Total		\$ 40.00
 Task 2 - QA/QC				
	0 x	\$ -	=	\$ -
		Task Total		\$ -
 Task 3 - Project Management				
	0 x	\$ -	=	\$ -
		Task Total		\$ -
 GRAND TOTAL				\$ 40.00

HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: EEI - Montgomery Road Multi-Use Path

					<u>OUTSIDE</u>
Task 1 - Wetlands/WOUS Delineation & Report					
_____	0 x	\$	-	=	\$
					-
		Task Total			\$
					-
Task 2 - QA/QC					
_____	0 x	\$	-	=	\$
					-
		Task Total			\$
					-
Task 3 - Project Management					
_____	0 x	\$	-	=	\$
					-
		Task Total			\$
					-
GRAND TOTAL					\$
					-



**Payroll Escalation Table
Fixed Raises**

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT EEI/Montgomery Rd Path

DATE 5/29/2015
PTB NO. _____

CONTRACT TERM
START DATE 6/1/2015 MONTHS
RAISE DATE 3/1/2016 12

OVERHEAD RATE 148.09%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

6/1/2015 - 3/1/2016
9
12

3/2/2016 - 6/1/2016
3
12

= 75.00%
= 1.0075

25.75%

The total escalation for this project would be:

0.75%



**Cost Estimate of
Consultant Services
(CPFF)**

Firm Huff & Huff, Inc. Date 5/29/2015
 Route Montgomery Rd (multi-use path)
 Section Waubonsie Creek to Middlebury Dr Overhead Rate 148.09%
 County Kane
 Job No. _____ Complexity Factor 0
 PTB & Item _____

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
Wetland/WOUS Del/Rpt	39	1,271.28	1,882.64	48.13	464.30	40.00	0.00	3,706.36	83.04%
QA/QC	3	159.86	236.74	0.00	57.51	0.00	0.00	454.10	10.17%
Project Management	2	106.57	157.82	0.00	38.34	0.00	0.00	302.74	6.78%
TOTALS	44	1,537.72	2,277.21	48.13	560.14	40.00	0.00	4,463.19	100.00%



Average Hourly Project Rates

Route: Montgomery Rd. (multi-use path)
 Section: Waubonsie Creek to Middlebury Dr
 County: Kane
 Job No. _____
 DTB/Item _____

Consultant: Huff & Huff, Inc. Date: 5/29/2015

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Wetland/WOUS Del/Rpt			QA/QC			Project Management					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0														
Senior Geotechnical Cons.	57.39	0														
Senior Consultant	53.29	5	11.36%	6.06			3	100.00%	53.29	2	100.00%	53.29				
Senior Geologist PM	53.66	0														
Senior Engineering PM	38.77	0														
Senior Scientist PM	41.42	0														
Senior Planning PM	43.84	0														
Senior Engineering PM	37.30	0														
Geologist PM	38.76	0														
Scientist PM II	33.19	32	72.73%	24.14	32	82.05%	27.23									
Scientist PM I	39.97	0														
Asst. PM Engineer II	36.81	0														
Asst. PM Engineer I	29.07	0														
Asst. PM Planning	31.00	0														
Ir. Technical Specialist	42.14	0														
Ir. CADD Specialist	30.52	6	13.64%	4.16	6	15.38%	4.69									
Environmental Engineer	31.98	0														
Environmental Scientist E1	24.22	0														
Environmental Scientist E2	22.29	0														
Administrative Managers	37.54	0														
Ir. Administrative Asst.	26.20	1	2.27%	0.60	1	2.56%	0.67									
Administrative Assistant	21.32	0														
Senior PM II	58.12	0														
Senior PM I	38.99	0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
		0														
TOTALS		44	100%	\$34.95	39	100%	\$32.60	3	100%	\$53.29	2	100%	\$53.29	0	0%	\$0.00