

November 19, 2025

Ian Wade, Capital Projects Manager
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

**RE: Proposal – Site Remediation Program Assistance
Aurora Central Garage
720 N. Broadway, Aurora, Illinois 60505**

Dear Ian:

At the request of the City of Aurora (“Client”), Fehr Graham Engineering & Environmental (“Fehr Graham”) has prepared this proposal for environmental site investigation and reporting within the framework of the Illinois Environmental Protection Agency (EPA) Site Remediation Program (SRP) for the Aurora Central Garage property, located at 720 North Broadway in Aurora, Illinois (herein referred to as the “Site”).

BACKGROUND

The Site is currently occupied by the City of Aurora public works department, including fleet vehicle fueling, storage, and maintenance, as well as a salt dome. Fehr Graham completed a Phase I Environmental Site Assessment (ESA) dated March 7, 2023, which determined historical uses of the Site also include foundry, steel manufacturing, railroad spur, and gas station operations. The Phase I ESA identified recognized environmental conditions (RECs) related to the historical and current use of underground storage tanks (USTs) with documented releases on Site, and the potential for migration of past releases from USTs on east-and southeast-adjacent sites.

The City of Aurora contracted Environmental Protection Industries (EPI) to complete a Phase II ESA to investigate potential subsurface environmental impacts resulting from historical operations and USTs at the Site. EPI’s Phase II Subsurface Investigation report, dated November 26, 2024, details the field activities and findings of the investigation, which consisted of 25 soil borings, 1 temporary monitoring well, and laboratory analysis of 24 soil samples and 1 groundwater sample. The soil and groundwater samples were laboratory analyzed for targeted lists of constituents of concern (COCs) and identified the presence of select polynuclear aromatic hydrocarbons (PNAs) and metals exceeding the Tier 1 remediation objectives (ROs), as established under Title 35 Illinois Administrative (35 IAC) Code 742, Tiered Approach to Corrective Action Objectives (TACO).

Based on documented contamination, Fehr Graham recommends the Site be further evaluated and enrolled into the Illinois EPA Site Remediation Program (SRP), pursuant to an Illinois EPA-issued No Further Remediation (NFR) designation. The following scope of work outlines the recommended steps.

SCOPE OF WORK

Site Investigation

The proposed Site investigation includes the following components:

- 1. Public and Private Utility Location** – Prior to intrusive activities, a public utility locate will be requested to identify utilities in the public right-of-way leading onto the Site. In addition, a

private utility clearance will be completed using electromagnetic (EM) and/or ground penetrating radar (GPR) to identify subsurface utilities in the vicinity of each soil boring location on the Site.

2. Direct-Push Drilling – A total of 18 soil borings will be advanced to facilitate soil characterization and sample collection for laboratory analysis. The soil borings will be advanced to a maximum of 20 feet below ground surface (bgs) or drill refusal. Based on the regional geology and the findings of the previous investigation, bedrock refusal is anticipated at approximately 10 feet bgs in most locations. Encountered soils will be screened during drilling with a photoionization detector (PID) at regular intervals and, where contamination is observed, to determine the impacts of volatile contaminants. Soils will be described and logged by Fehr Graham professional staff.
3. Soil Sampling—Fehr Graham staff will collect two (2) soil samples per boring for a total of up to 36 soil samples. Soil samples will be collected at discrete 1-foot intervals to evaluate soil contaminant exposure routes, including ingestion, inhalation, construction worker exposure, and soil component-to-groundwater ingestion. The specific sample depth intervals will be based on evidence of contamination observed in the soil core, information from the 2024 investigation, or on the likely depth of contamination associated with historical operations and RECs.
4. Groundwater Sampling – If groundwater is encountered above drill refusal, up to eight (8) groundwater monitoring wells will be installed to a maximum depth of 20 feet bgs (or auger refusal) to facilitate the collection of representative groundwater samples and hydrogeologic characterization. The monitoring wells will be constructed using two-inch-diameter polyvinyl chloride (PVC) well screens and risers and finished at the surface with flush-mount or stick-up steel casings set in concrete. Groundwater samples will be collected from the newly installed monitoring wells using low-flow methodology and laboratory-provided containers for analysis.
5. Hydrogeologic Investigation – Groundwater elevations will be determined to identify the groundwater flow direction and hydraulic gradient. Groundwater elevations will be evaluated based on depth-to-water measurements from the monitoring wells and surveyed top-of-casing elevations. In addition, in situ slug testing will be completed at up to two (2) monitoring well locations to determine the Site-specific hydraulic conductivity.
6. Laboratory Analysis—Soil and groundwater samples will be sent to a certified environmental laboratory for analysis. The specific parameters analyzed are proposed as options for Client consideration based on intent to pursue a comprehensive or focused NFR for the Site.
 - *Option 1: Comprehensive NFR Laboratory Analysis*

Pursuant to comprehensive closure of the Site, 18 soil samples and all 8 groundwater samples will be analyzed for the full target compound list parameters, as established in 35 IAC 740 Appendix A: volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, polychlorinated biphenyls (PCBs), target analyte list metals, and cyanide. The remaining soil samples will be analyzed for a reduced list of parameters based on historical investigation results and RECs: VOCs, polynuclear aromatic hydrocarbons (PNAs), Resource Conservation and Recovery Act (RCRA) metals, and PCBs.

- *Option 2: Focused NFR Laboratory Analysis*

Pursuant to a focused closure of the Site, all soil and groundwater samples will be analyzed for a focused list of parameters determined based on the historical investigation results and RECs: VOCs, PNAs, RCRA metals, and PCBs.

In both options, all soil samples will be analyzed for pH and select soil samples will be analyzed for total petroleum hydrocarbons (TPH) and/or fraction organic carbon (Foc). One (1) composite soil sample will be collected from the investigation derived waste (IDW) generated during the investigation. The IDW sample will be analyzed for standard waste characterization parameters typically required by waste disposal facilities.

SRP Enrollment & Reporting

Fehr Graham will develop a combined Site Investigation Report (SIR), Remediation Objectives Report (ROR), and Remedial Action Plan (RAP) for submittal to the Illinois EPA SRP. Soil and groundwater analytical results will be tabulated and compared with remediation objectives for residential, industrial/commercial, and construction workers, as established in TACO. Fehr Graham will prepare SRP enrollment forms and exhibits for submission with the SIR-ROR-RAP.

The reports will comply with the requirements of 35 IAC 740 for comprehensive or focused SRP enrollment, depending on the option selected by the Client.

Meetings

Following the site investigation and data evaluation, Fehr Graham will meet with the City to discuss results and proposed remediation approaches to be included in the Remedial Action Plan.

A second meeting will be held between the City and Fehr Graham following receipt of the Illinois EPA's review comment correspondence.

EXCLUSIONS

Please note that the following items are excluded from the proposed scope of services:

- » Civil site design services, ALTA survey, demolition planning and bidding, and/or geotechnical evaluation and consultation.
- » This proposal includes environmental consulting for site investigation and preparation of the combined SIR/ROR/RAP submittal for the Illinois EPA SRP. Should the Illinois EPA require additional investigation or reporting beyond these initial submittals, a separate proposal will be provided to the Client for authorization prior to commencing any additional work.
- » Development of a Remedial Action Completion Report and NFR letter Handling. These tasks will be necessary following the implementation of the Remedial Action Plan. Given the variability in remedial approaches and the unpredictability of agency comments, fees for Remedial Action Completion Reporting and the handling of the subsequent NFR letter will be provided to the Client once the Remedial Action Plan has been approved by the Illinois EPA.
- » Illinois EPA SRP enrollment and review fees. These fees will be directly invoiced to the City of Aurora by the Illinois EPA. Agency review fees are anticipated to range from \$15,000 to \$25,000. The initial SRP enrollment fee is \$2,500.
- » Investigation Derived Waste (IDW) will be containerized into 55-gallon drums, and a waste characterization sample will be collected and analyzed in preparation for disposal. However, the cost for waste transportation and disposal is not included.

- » Underground Storage Tank reporting or removal services. The Illinois EPA does not allow unresolved leaking underground storage tank (LUST) incidents to be included in SRP enrollment. As a result, all assessment activities related to the current underground storage tanks are not included in this proposal, as an incident/release is anticipated to be reported to the State following City approval of a separate contract for LUST closure assistance. Once the LUST incident is addressed through an Illinois EPA-issued closure, the area and closure will be incorporated into the SRP reporting.
- » Drilling, sampling, or installing wells into bedrock (weathered or competent) is considered an exclusion, which will require different drilling methods with additional associated fees.
- » Air-knife utility clearance. The cost to air-knife boring locations prior to drilling activities is \$1,500 per day.
- » Repair or replacement of subsurface field tiles or utilities not clearly identified or marked by public utilities.
- » Landscape restoration as a result of drilling and sampling activities.
- » Utility repairs related to unmarked or undocumented subsurface utilities/conduits.
- » Additional soil borings/sampling/laboratory analysis unrelated to the proposed scope of work described above.
- » Remediation and Remediation Oversight.
- » Additional project meetings beyond those described in the scope of work.

PROFESSIONAL FEES

The time and materials not to exceed the cost for performing the proposed scope of services is detailed in the table below:

TASK	FEE
Option 1: Environmental Site Assessment & SRP Reporting for Comprehensive NFR	\$102,880
Option 2: Environmental Site Assessment & SRP Reporting for Focused NFR	\$90,050

Upon authorization, the City will select the desired SRP option for the Site and the ultimate No Further Remediation designation.

**Illinois EPA SRP enrollment and review fees are not included in Fehr Graham's professional fees.
The Illinois EPA will invoice the City directly for quarterly review fees.**

A time-and-materials invoice will be generated at the end of each month based on labor hours, the attached chargeout schedule, subcontracted drilling work, subcontracted laboratory work, equipment, and direct expenses incurred during the monthly billing period. Costs for subcontracted services will include a 15% markup. Payment will be made in accordance with Illinois Prompt Payment Act. **Note: Fehr Graham does not accept credit and/or debit card payments.**

SCHEDULE

The following table identifies key milestones anticipated during the proposed project timeline, assuming Notice To Proceed (NTP) by February 11, 2026:

Task	Anticipated Timeline for Completion*
Notice to Proceed	February 11, 2026
Site Investigation Fieldwork	Complete within 60 days of NTP
SIR/ROR/RAP Submittal	Report preparation and submittal to Illinois EPA within 120 days of NTP
Agency Review and Comment	Anticipated within 90 days of agency receipt and enrollment
Cleanup Activity	To Be Determined dependent upon Illinois EPA approval.

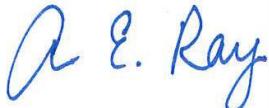
**Indicates the timing is contingent upon subcontractor availability, severe weather, and consideration for federal and local holidays falling within the proposed project timeline.*

Although not anticipated at this time, if unexpected delays and/or project limitations are encountered or additional work is required as a result of Illinois EPA review of submitted documents, the timeline provided above will require adjustment to allow for additional work to be completed and agency review periods. If the Illinois EPA rejects the combined SIR/ROR/RAP, Fehr Graham will provide projected costs to the City for responding to the Agency comments.

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal for Environmental Site Investigation and Site Remediation Program services. If this proposal meets your approval, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope. If you should have any questions, please do not hesitate to contact us in the office at 815-394-47000. Thank you for the opportunity.

Sincerely,



Annie Ray, PG
Senior Project Hydrogeologist



Ross Grimes, PG
Senior Project Manager

AR/RG:kk

Enclosures: Agreement for Professional Services, Staff and Equipment Chargeout Schedule

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Client Ian Wade
City of Aurora
44 East Downer Place
Aurora, Illinois 60507

Description of Services:

Proposal – Site Remediation Program Assistance

Aurora Central Garage

720 N. Broadway, Aurora, Illinois 60505

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

COST:

Based upon the preliminary information provided, our understanding of the objectives, and the scope of work above, we estimate the scope of work above can be completed for the following costs on a time and material basis as per the annually established fee schedule, as chosen by the Client:

Option 1: Environmental Site Assessment & SRP Reporting for Comprehensive NFR - \$102,880
 Option 2: Environmental Site Assessment & SRP Reporting for Focused NFR - \$90,050

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>Chris DeSilva, PE</u>
Title	Title <u>Chief Operating Officer</u>
Date Accepted	Date Proposed <u>November 19, 2025</u>
	405.0252074.000

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 indemnify and hold the Customer harmless, including its respective officers, elected officials, employees, agents, members, and representatives, from and against liability for all 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 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.