



March 16, 2016

City of Aurora
1 South Broadway, 2nd Floor
Aurora, Illinois 60507

Attn: Ms. Stephane Phifer, AICP
Director, Planning and Zoning Division

**RE: Proposal for Illinois Environmental Protection Agency (IEPA)
Voluntary Site Remediation Program (SRP) Services for
Former Randy's Auto Parcel; 310 N. Broadway Ave., Aurora, Illinois**

Dear Ms. Phifer,

CB&I Environmental and Infrastructure, Inc. (CB&I) is pleased to submit this proposal to provide professional environmental engineering services to the City of Aurora in support of the *RiverEdge Park* expansion/redevelopment, and specifically associated with the former Randy's Auto property located at 310 N. Broadway Avenue, Aurora, Illinois (hereinafter referred to as "the Site").

PROJECT BACKGROUND

Based upon CB&I's previous *Phase II Environmental Site Assessment* (CB&I 2015), both soil and groundwater impacts have been detected above the most stringent and applicable IEPA Tier 1 Soil Remediation Objectives (SROs) and Groundwater Remediation Objectives (GROs) including: limited Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs) and various Inorganic Metals impacts. CB&I further understands that the City of Aurora requires the Site to be enrolled in the IEPA voluntary Site Remediation Program (SRP) for purposes of obtaining a *Comprehensive* No Further Remediation (NFR) determination to facilitate re-development in a manner that is protective of human health and the environment, given the intended post-development recreational land-use.

SCOPE OF WORK & TECHNICAL APPROACH

The following proposal sections detail the anticipated project tasks, the recommended technical work scope, task assumptions and limitations. **Table 1** provides a detailed cost estimate for the proposed project tasks.

In considering the anticipated technical approach and specific tasks for successfully completing this project, CB&I has assumed that the City of Aurora's redevelopment plan will allow for the use of "risk-based" closure strategies to the maximum extent allowable under the IEPA voluntary remediation program, which likely will include: 1) reliance on *institutional control* measures, 2)

deed restrictions and 3) potential development and reliance upon Site-specific *Tiered Approach to Corrective Action Objectives* (TACO), Tier 2 remedial objectives to achieve compliance with the IEPA/SRP requirements for the issuance of an NFR letter. Under this proposed strategy, it is assumed that no significant physical soil and/or groundwater remediation will be required to achieve the Site redevelopment goals, other than the limited surficial soil removal activities planned as part of the Site demolition and preparation activities (to be performed by others).

Task 1: IEPA/SRP Enrollment Application Preparation and IEPA Submittal

Based on the identified Site environmental conditions and considering the proposed end use plan, CB&I will enroll the Site in the IEPA voluntary SRP in accordance with the Illinois Administrative Code (IAC) Titles 35, Part 740 requirements. The intent of the IEPA/SRP enrollment is to secure a *Comprehensive* NFR determination.

CB&I will coordinate with the City of Aurora to obtain the required Remedial Applicant (RA) information and authorizations, and will prepare the IEPA/SRP enrollment application documents. For purposes of this proposal, it is assumed that the RA will be the City of Aurora. CB&I also assumes that the typical IEPA/SRP enrollment fee of \$500 per Site will be directly paid to the IEPA by the RA and is not included in CB&I's cost estimate.

Task 2: SRP Project Management, Client Meetings and General Consulting Services

CB&I will provide SRP related project oversight and management services, including preparation of regulatory agency correspondences, attend client meetings, participate in technical meetings concerning additional investigation findings and results, participate in redevelopment planning meetings with representatives of the City of Aurora and other members of the redevelopment team, and attend and participate in meetings with the IEPA, as needed. For purposes of this proposal and cost estimate, CB&I assumes that project related meetings will be attended by the *Lead CB&I Senior Project Manager*, Mr. Jeffrey Cademartori, P.G.

Task 3: Supplemental Site Investigation Activities

CB&I will schedule and conduct supplemental environmental investigation activities as required to pursue a *Comprehensive* NFR. The supplemental investigation(s) may include the collection of both soil and groundwater samples for laboratory analyses to delineate the vertical and horizontal extent of previously identified Site impacts; and, obtain Site specific information for development and support of risk-based TACO Tier 2 remedial objectives, as applicable. For purposes of providing a task cost estimate, CB&I assumes that previous environmental investigation data collected at the Site by CB&I, and environmental investigation data obtained by other consultants, may be significantly utilized in the preparation of the required IEPA/SRP submittals.

Accordingly, the following general scope of additional Site investigation work is anticipated based upon review of currently available data, and assessment of existing Site investigation data gaps:

- Purge and sample two (2) on-Site existing groundwater monitoring wells to further assess groundwater impacts and obtain Site specific data for Tier 2 modeling purposes. Groundwater samples will be laboratory analyzed for the applicable Target Compound List (TCL) of potential contaminants of concern (including both filtered and un-filtered sample sets).
- Complete a potential contaminant receptor survey including assessment of both on-Site and off-Site man-made migration routes and performance of a regional potable water well survey, per the IEPA/SRP requirements.

Task 4: Investigation Derived Waste Disposal

CB&I proposes to retain a licensed waste hauling subcontractor to perform the physical removal, off-Site transportation, and proper disposal of previously generated investigation derived waste materials (i.e. drummed soil boring cutting and monitoring well purge water, etc.).

CB&I will coordinate with the retained waste disposal subcontractor to perform the necessary removal and disposal of the temporarily stored 55-gallon drums of investigation derived waste materials. CB&I will also provide field oversight and documentation services of the waste removal/disposal activities for inclusion within the IEPA/SRP closure report (Refer to *Task 8*).

Task 5: IEPA/SRP Report Preparation & Submittal Services

Upon completion of the proposed supplemental environmental investigation tasks and evaluation of supplemental laboratory analytical data, a combined *Comprehensive Site Investigation Report* (CSIR), *Remedial Objectives Report* (ROR), and *Remedial Action Plan* (RAP) will be prepared for the project Site in accordance with the requirements of 35 IAC Part 740, Sections 740.425, 740.445 and 740.450.

The combined CSIR/ROR/RAP will summarize the identified *Recognized Environmental Conditions* (RECs), present and summarize all soil and groundwater investigation results, document the field methodology utilized during the investigation phase(s), document any interim removal actions completed, present any developed Site specific remedial objectives and demonstrate either exclusion and/or achievement of the applicable remedial objectives.

The IEPA/SRP report submittal will also include supporting investigation documentation such as soil boring, monitoring well logs, copies of laboratory analytical reports, laboratory chain-of-custody and certifications, maps and figures showing the sample locations, extents of identified impacts and removal action areas, etc. Deliverables will consist of two (2) final copies of the report for the Client's use and distribution, and one original and two copies for submittal to the IEPA/SRP.

Task 6: Monitoring Well Decommissioning Services

Upon receiving IEPA approval of the Site CSIR/ROR/RAP, the existing Site groundwater monitoring wells will be properly abandoned in accordance with the requirements of IAC Title 77,

Part 920: Illinois Water Well Construction Code, and Illinois Department of Public Health (IDPH) requirements. To complete the necessary well sealing and abandonment work scope, CB&I proposes to retain a licensed water well driller to perform the proper well sealing and abandonment tasks. CB&I shall coordinate with the well decommissioning subcontractor, and provide field oversight and documentation services for the required well abandonment activities. As required pursuant to Parts 920.120 and 920.170, a final well sealing form will be completed for each well point and submitted to the appropriate health agency.

Task 7: Clean Fill Soil Importation Verification Testing Services

In accordance with the applicable requirements of the IEPA/SRP program, any imported fill soil materials utilized in the development of the Site shall be certified as “clean un-contaminated” soil by both a source review and laboratory confirmation analysis for the complete TCL of potential contaminants, and prior to Site use. CB&I will coordinate with the City representative and Site Developer, to identify the proposed off-Site fill soil source location, and obtain a representative soil sample for further TCL confirmation laboratory testing. Upon receipt of the confirmation laboratory data, CB&I will review and evaluate the sampling data for acceptance. CB&I will provide documentation of the clean fill soil acceptance evaluation activities within the final IEPA/SRP closure report (Refer to *Task 8*).

If the proposed soil source confirmation data indicates unacceptability for Site use, an alternate source location and supplemental confirmation laboratory testing plan shall be required. For purposes of this proposal, CB&I has factored one (1) initial soil sample and TCL laboratory analysis, and one (1) contingency soil sample collection and confirmation laboratory analyses within the associated task cost estimate.

Task 8: Remedial Action Completion Report (RACR)

Upon completion of planned Site demolition and re-development preparation activities, CB&I will prepare a separate *Remedial Action Completion Report* (RACR) in accordance with the 35 IAC, Part 740 requirements. The RACR will document any completed removal actions, importation of clean fill soil materials, and other Site re-development activities undertaken to achieve all applicable remedial objectives, as approved by the IEPA/SRP within the completed ROR/RAP. Deliverables will consist of two (2) final copies of the report for the Client’s use and distribution, and one original and two copies for submittal to the IEPA/SRP. Upon IEPA/SRP approval of the RACR, a final NFR letter will be request for the Site.

SCHEDULE

CB&I is prepared to commence work within approximately one week of receiving the Client's authorization to proceed. Assuming receipt of the signed authorization, CB&I anticipates the project will progress according to the following schedule:

PROJECT TASK	ANTICIPATED COMPLETION
Notice to Proceed from Client Received	March 28, 2016
Task 1: IEPA/SRP Enrollment Application Submittal	April 1, 2016
Task 2: SRP Project Management/Meetings/Consulting	<i>Continuous through-out project</i>
Task 3: Supplemental Site Investigation Activities	April 22, 2016
Task 4: Investigation Derived Waste Disposal Activities	April 29, 2016
Task 5: IEPA/SRP Reporting (CSIR/ROR/RAP)	May 25, 2016
Task 6: Monitoring Well Decommissioning	May 31, 2016
Task 7: Clean Fill Soil Confirmation Testing	May 20, 2016
Task 8: RACR Submittal to IEPA	September/October, 2016
Anticipated Draft NFR Letter from IEPA/SRP	November/December 2016
Schedule Notes: 1) Actual schedule may vary depending on receipt of Client and IEPA approvals, subcontractor availability, and other re-development scheduling factors beyond the control of CB&I. 2) Typical IEPA/SRP review times range from 60 to 90 days from Agency receipt of program required documents and reports.	

COST ESTIMATE & CLIENT AUTHORIZATION

CB&I will complete the Scope of Services as described above on a Time and Materials basis, in accordance with the Terms and Conditions established within the existing *Master Services Agreement (MSA)* between CB&I Environmental & Infrastructure, Inc. and the City of Aurora, dated May 8, 2015 (provided as **Attachment A**), and in accordance with CB&I's 2016 Standard Fee Schedule (provided as **Attachment B**). A not-to-exceed budget of **\$52,550.00** is recommended. A breakdown of anticipated project costs is provided in **Table 1**.

Please note that CB&I's fees do not include the IEPA/SRP review and evaluation service fees, which will be directly billed to the Client by the IEPA under a separate contract agreement between the Client/Remedial Applicant and the IEPA. For budgeting purposes and anticipated project requirements, CB&I recommends setting aside approximately \$6,000 for the IEPA/SRP fees (\$3,500 for review/evaluation and \$2,500 for final NFR fee).

CB&I's receipt of the Client's authorization signature within the below *Proposal Authorization Section* will serve as the Client's notice to proceed with the scope of services as presented within this proposal. If the Client requests a change in the proposed scope of services, or additional investigation and/or reporting services are required by the IEPA/SRP beyond those currently proposed, CB&I will prepare a contract change order for continued and/or any additionally required services, as necessary.

CLIENT AUTHORIZATION

Please indicate your acceptance of this proposal, work scope, and authorization to proceed by signing where indicated, and by returning the executed proposal authorization page to CB&I.

Name/Title

Authorization Signature Date

Thank you for this continued opportunity to assist the City of Aurora. If you have any questions, or if you require additional information, I can be reached at 630-762-3314 or by email at jeffrey.cademartori@cbi.com

Sincerely,

CB&I



Jeffrey J. Cademartori, P.G.
Senior Project Manager

Enc.

- Table 1 – CB&I Project Cost Estimate Summary*
- Attachment A - Copy of Existing Master Services Agreement (MSA)*
- Attachment B - CB&I Standard 2016 Rate Schedule*

TABLE 1 - PROJECT COST ESTIMATE SUMMARY
Voluntary IEPA Site Remediation Program(SRP) Services
310 N. Broadway Avenue, Aurora, Illinois
3/16/2016

TASK 1- IEPA/SRP ENROLLMENT APPLICATION PREPARATION & SUBMITTAL					
<u>Professional Services</u>	<u>Staff</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>	
Application Preparation	Project Manager III	2	\$160	\$320	
Application Base Map Preparation	CADD/Designer II	2	\$95	\$190	
Administrative Support	Administrative Asst.	2	\$56	\$112	
Comm. Fee (3% of Labor)		1	\$19	\$19	
<i>Subtotal</i>					\$641
TASK 2 - SRP PROJECT MANAGEMENT, MEETINGS AND GENERAL CONSULTING					
<u>Professional Services</u>	<u>Staff</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>	
Project Management	Project Manager III	28	\$160	\$4,480	
Project Meetings	Project Manager III	12	\$160	\$1,920	
Project Controls/Accounting Support	Project Controls/Cost Scheduler III	8	\$125	\$1,000	
Procurement Support	Subcontract Administrator III	4	\$125	\$500	
Administrative Support	Administrative Assistant I	6	\$56	\$336	
Comm. Fee (3% of Labor)		1	\$247	\$247	
Other Direct Costs (Travel per Mile)		200	\$0.65	\$130	
<i>Subtotal</i>					\$8,613
TASK 3 - SUPPLEMENTAL SITE INVESTIGATION					
<i>Groundwater Investigation</i>					
<u>Professional Services</u>					
Health & Safety Plan Modification	Staff Scientist II	4	\$95	\$380	
Health & Safety Plan Modification	EH&S Manager II	2	\$140	\$280	
Monitoring Well Purge and Sampling	Staff Scientist III	8	\$105	\$840	
Monitoring Well Purge and Sampling	Staff Scientist II	8	\$95	\$760	
Potable Well Survey	Staff Scientist III	8	\$105	\$840	
Vehicle (per Day)	Equipment	2	\$75	\$150	
Low-Flow Groundwater Sampling Equipment	Equipment	1	\$200	\$200	
Water Level Indicator	Equipment	1	\$45	\$45	
Field Expenses	Disposable Materials, Equip. & PPE	1	\$150	\$150	
Comm. Fee (3% of Labor)		1	\$93	\$93	
<i>Subtotal</i>					\$3,738
<u>Groundwater Laboratory Analytical</u>					
VOCs	Subcontractor	3	\$120	\$360	
SVOCs	Subcontractor	3	\$200	\$600	
Total Suspended Solids & Total Dissolved Solids	Subcontractor	3	\$35	\$105	
TAL 23-Metals (Un-Filtered)	Subcontractor	3	\$225	\$675	
TAL 23-Metals (Filtered)	Subcontractor	3	\$225	\$675	
Subcontractor Handling Charge (15%)		1		\$362.25	
<i>Subtotal</i>					\$2,777
TASK 4 - INVESTIGATION DERIVED WASTE DISPOSAL					
<u>Professional Services</u>					
Disposal Profile, Scheduling & Coordination	Project Manager III	2	\$160	\$320	
Field Oversight & Disposal Documentation	Staff Scientist III	4	\$105	\$420	
Vehicle (per Day)	Equipment	1	\$75	\$75	
Comm. Fee (3% of Labor)		1	\$22	\$22	
<i>Subtotal</i>					\$837
<u>IDW Drum Pick-up, Transportation & Disposal</u>					
Drum Disposal Services (per 55-gallon Drum)	Subcontractor	2	\$450	\$900	
Subcontractor Handling Charge (15%)		1		\$135.00	
<i>Subtotal</i>					\$1,035
TASK 5 - IEPA/SRP REPORTING (CSIR/ROR/RAP)					
<u>Professional Services</u>					
CAD Drafting	CADD/Designer II	16	\$95	\$1,520	
Data Reduction & Evaluation	Project Manager III	20	\$160	\$3,200	
Data Reduction & Evaluation	Staff Scientist III	30	\$105	\$3,150	
Remedial Objective Development & GW Modeling	Staff Scientist III	20	\$105	\$2,100	
Report Preparation (CSIR/ROR/RAP)	Project Manager III	24	\$160	\$3,840	
Report Preparation (CSIR/ROR/RAP)	Staff Scientist III	30	\$105	\$3,150	
Report QA/QC Review and PE Certification	Engineering Manager IV	6	\$180	\$1,080	
Administrative	Administrative Asst.	4	\$56	\$224	
Comm. Fee (3% of Labor)		1	\$548	\$548	
<i>Subtotal</i>					\$18,812
TASK 6 - MONITORING WELL DECOMMISSIONING SERVICES					
<u>Professional Services</u>					
Decommissioning, Scheduling & Coordination	Project Manager III	2	\$160	\$320	
Field Oversight & Documentation	Staff Scientist III	6	\$105	\$630	
Vehicle (per Day)	Equipment	1	\$75	\$75	
Comm. Fee (3% of Labor)		1	\$29	\$29	
<i>Subtotal</i>					\$1,054
<u>Well Decommissioning</u>					
Monitoring Well Seal and Removal (per well)	Subcontractor	2	\$850	\$1,700	
Subcontractor Handling Charge (15%)		1		\$255.00	
<i>Subtotal</i>					\$1,955
TASK 7 - CLEAN FILL SOIL IMPORTATION VERIFICATION SERVICES					
<u>Professional Services</u>					
Scheduling, Coordination & Data Evaluation	Project Manager III	2	\$160	\$320	
Off-Site Source Sampling & Documentation	Staff Scientist II	4	\$95	\$380	
Vehicle (per Day)	Equipment	2	\$75	\$150	
Comm. Fee (3% of Labor)		1	\$21	\$21	
<i>Subtotal</i>					\$871
<u>Soil Laboratory Analytical Testing</u>					
Target Compound List Parameters (per sample)	Subcontractor	2	\$950	\$1,900	
Subcontractor Handling Charge (15%)		1		\$285.00	
<i>Subtotal</i>					\$2,185
TASK 8 - IEPA/SRP REPORTING (RACR)					
<u>Professional Services</u>					
Report Preparation (RACR)	CADD/Designer II	6	\$95	\$570	
Report Preparation (RACR)	Project Manager III	10	\$160	\$1,600	
Report Preparation (RACR)	Staff Scientist III	20	\$105	\$2,100	
Report QA/QC Review and PE Certification	Engineering Manager IV	4	\$180	\$720	
Administrative	Administrative Asst.	2	\$56	\$112	
Comm. Fee (3% of Labor)		1	\$153	\$153	
<i>Subtotal</i>					\$5,255
TOTAL ESTIMATE				\$47,773	
10 % Contingency:				\$4,777	
TOTAL RECOMMENDED BUDGET				\$52,550	

ATTACHMENTS

Attachment A - Copy of Existing Master Services Agreement (MSA)

Attachment B - CB&I Standard 2016 Rate Schedule

**CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.
MASTER SERVICES AGREEMENT**

THIS AGREEMENT (the "Agreement"), is made as of the 8th day of May, 2015, by and between the undersigned client ("CLIENT") and CB&I Environmental & Infrastructure, Inc. ("CB&I"), a Louisiana corporation.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

This Agreement anticipates the issuance of various written service orders or other requests for services (each an "Order") and sets forth the terms and conditions pursuant to which CB&I will provide CLIENT environmental management services at such locations as are requested by CLIENT. Each Order shall be subject to the terms and conditions of this Agreement. The services that CB&I may be requested to perform pursuant to this Agreement include, without limitation, the following: (a) engineering and technological services relating to the environment; (b) other engineering, technological and consulting services; (c) geotechnical services including analysis, design, engineering, and construction; (d) containment, treatment, decontamination, recovery, cleanup, and repackaging of material; (e) site assessment, remediation and restoration; and (f) laboratory analysis. Such services as are from time to time requested by CLIENT hereunder are collectively referred to herein as the "Services." The particular Services required of CB&I at a given location shall be as and limited to those stated in the Order.

2. Term

This Agreement shall be in effect for one (1) calendar year from the date of execution by CLIENT, and shall continue from year to year thereafter. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other. CLIENT may terminate by written notice at any time, with or without cause and in whole or in part, an Order hereunder; provided, however, that CLIENT shall compensate CB&I for all Services performed prior to CB&I's actual receipt of notice and all of CB&I's costs and expenses incurred prior to the termination. If, at the time of termination of this Agreement, Services pursuant to an Order remain uncompleted and the parties intend that such Services shall be completed, the terms of this Agreement shall continue to apply to such Services.

3. Compensation

CLIENT agrees to compensate CB&I in accordance with Exhibit I when the Services are performed. Copies of the schedules in effect as of the date hereof are attached hereto as

Exhibit I and are an integral part of this Agreement. All time, including travel hours and work plan preparation will be invoiced. CB&I's rate schedules are revised periodically; CB&I will notify CLIENT of any revisions in the rate schedules and the effective date thereof, which date shall be not less than thirty (30) days' after such notice. As to those Services for which no schedules exist, CB&I shall be compensated on a time and materials basis as shall be set forth in an Order, pursuant to mutual agreement of the parties.

4. Payment

a. Unless otherwise agreed to in writing, invoices will be submitted biweekly or once a month at the discretion of CB&I. Payment of invoices in U.S. Dollars is due upon receipt of the invoice, and CLIENT shall make payments in the manner requested by CB&I. Any invoices due, owing, and unpaid in excess of forty-five (45) days after the date thereof shall bear interest from the date thereof at a rate equal to the lesser of one percent (1-%) per month or the maximum rate permissible by law.

b. CB&I reserves the right to require advance payment for all or any portion of the Services. Any such advance payment will be invoiced and be applied against the final billing for such Order.

5. Taxes, Fees and Other Charges

The CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of or construction on property contemplated by this Agreement and all hazardous, mixed, or radioactive waste disposal fees and taxes, and all sales, use, value added, gross receipts, franchise, and like taxes, and tariffs and duties, applicable to the transactions contemplated by this Agreement.

6. Independent Contractor

CB&I shall be an independent contractor in performing the Services and shall not act as an agent or employee of CLIENT except when executing subcontracts for the treatment, transportation, storage and/or disposal of materials, in which case CB&I shall be the CLIENT's agent. Subject to the terms and conditions hereof, CB&I shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

7. Documentation, Records, Audit

CB&I, when requested by CLIENT, shall provide CLIENT with copies of all documents which it is required to file or maintain under any federal, state, or local law naming or obligating the CLIENT, including, without limitation, any hazardous waste manifests relating to the Services.

CLIENT shall have the right, at its expense, to inspect and audit CB&I's records and accounts covering charges hereunder at all reasonable times during the course of the Services for each particular Order and for a period of one (1) year after the substantial completion thereof; provided, however, that the purpose of such audit shall be only for verification of such charges and that CB&I shall not be required to keep records of or provide access to those of its costs covered by a fixed price, fixed unit rates or which are expressed in terms of percentages of other costs.

Upon completion of such audit, the results shall be presented to CB&I. To the extent that the audit indicates that CB&I has not been adequately compensated by CLIENT, CLIENT shall pay CB&I any compensation due as shown by the audit. Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CB&I exceeded the actual amount due, CB&I shall return such excess compensation to CLIENT.

8. Risks and Allocation

CLIENT hereby acknowledges, understands and agrees that: (1) there are risks inherent to environmental investigation, analysis, management, remediation, and removal, many of which cannot be ascertained or anticipated prior to or during the course of the Services; for example, sampling activities (e.g., borings) and excavation trenches may spread contaminants through geologic formations despite the use of accepted professional standards; (2) due to the inherently limited nature and amount of the data resulting from environmental investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; for example, borings in one location may miss contaminants only a few feet away; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and CB&I's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for CB&I's agreement to perform the Services on the terms and at the price herein provided for.

9. CB&I Warranties, Representations and Covenants

Subject to the limitations of this Section and Sections 8 through 14 hereof:

a. **Warranties:** CB&I warrants, represents, and covenants that: (1) CB&I has the capability, experience, and

means required to perform the Services; (2) such Services will be performed using personnel, equipment, and material qualified and/or suitable therefor; and (3) within the limits prescribed by CLIENT, CB&I will perform the Services in a diligent and workmanlike manner consistent with (i) accepted professional practices and standards for nationally recognized firms engaged in similar work, as in effect at the time the Services are performed, and (ii) CLIENT's reasonable rules, standards and specifications as communicated to CB&I prior to beginning the Services under each Order; (iii) applicable federal, state, and local laws, regulations, and ordinances as in effect and construed at the time the Services are performed; (4) CB&I shall utilize the licensed or permitted treatment, storage, or disposal facility or facilities designated by CLIENT; (5) with respect to any contracts, purchase orders or related third party service agreements relating to the off-site transportation, storage, treatment or disposal of waste materials, CB&I shall, for the protection of CLIENT, demand from all vendors and contractors from which CB&I procures machinery, equipment, materials or services guarantees reasonably acceptable to CLIENT which shall be made available to CLIENT to the full extent of the terms thereof; provided, however, that CB&I's liability with respect to same shall be limited to procuring guarantees (but only to the extent available) from such vendors and contractors and rendering reasonable assistance to CLIENT for the purpose of enforcing the same; (6) CB&I shall use its best efforts to avoid infringements, as set forth in Section 17 hereof; and (7) CB&I shall maintain confidentiality, as set forth in Section 19 hereof.

b. **Remedies:** If CLIENT alleges that CB&I has breached a warranty set forth in this Section 9, then CLIENT shall promptly notify CB&I in writing and, before taking any further action against CB&I, shall afford CB&I the opportunity, at CB&I's cost, to either re-perform any defective Service according to the original scope of work therefor (as modified up to the time of breach), or to commence and diligently pursue the cure of such breach.

EXCEPT AS SET FORTH IN SECTION 9 ABOVE, CB&I MAKES NO GUARANTEE OF RESULTS OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, AS TO ANY OF THE GOODS OR OTHER MATERIALS FURNISHED OR SERVICES WHICH MAY BE PERFORMED PURSUANT TO THIS AGREEMENT.

10. Indemnity by CB&I

Subject to the limitations of Sections 8 through 14 hereof, any indemnity by CLIENT shall not apply to, and CB&I shall defend, indemnify and hold harmless (and does hereby release) CLIENT (including its officers, directors, and employees) from and against any and all losses, liabilities, claims, demands, damages, fines and penalties, and related

expenses (including reasonable legal fees and costs of investigation) with respect to any injury to or death of any person (including employees and agents of CLIENT and CB&I), or damage, loss or destruction of any tangible property (including property of CLIENT and CB&I and their respective employees and agents), to the extent (and only to the extent) resulting from, attributable to, or arising out of:

a. CB&I's negligence or willful misconduct in performing Services.

b. Any nonconforming hazardous substance or discrepancy in any manifest as defined in applicable regulations to the extent such nonconformity or discrepancy results from, is attributable to, or arises out of the material breach hereof by CB&I;

c. Any hazardous material environmental emergency response service to the extent such losses, damages, fines, penalties, or expenses result from gross negligence or willful misconduct by CB&I after arrival at the scene and after reasonable knowledge, and adequate means and time, were available to CB&I to avoid the incident;

d. The handling, treatment, storage, disposal or other management of any material with respect to which CB&I provides Services to the extent any loss, damage, liability or expense results from CB&I's gross negligence or willful misconduct;

e. Any pollution, contamination, or release of hazardous or radioactive materials, including all adverse health effects thereof to the extent such pollution, contamination or release results from CB&I's gross negligence or willful misconduct;

f. Any violation arising out of CB&I's Intellectual Property, including without limitation, infringement of trademarks, copyrights or patents.

For purposes of this Section 10, "CB&I" shall include CB&I's employees and subcontractors and their respective employees and agents.

11. CLIENT Warranties, Representations, and Covenants

CLIENT warrants, represents, and covenants as follows:

a. **Title to Materials, Sites:** CLIENT has title, free of any claim or encumbrance by others, to the materials and sites with respect to which CLIENT may request Services and/or there exists no legal impediment or restraint applicable to CLIENT, the materials, the site or otherwise, which may adversely affect the ability of CB&I to perform the Services. As between CB&I and CLIENT, title and risk of loss with respect to all materials shall remain with CLIENT, who shall be considered the generator of such

materials, and CLIENT shall execute all manifests as the generator of such materials.

b. **Characteristics of Materials:** Any materials with respect to which CB&I performs Services either (1) will have the composition and characteristics described in the Order, in the manifest or other documents given to CB&I, or (2) if nonconforming, will not (i) increase the cost of performing the Services; (ii) increase the nature or extent of the hazard or risk undertaken by CB&I in agreeing to perform the Services; and (iii) be such that the facilities designated can no longer be legally used or the Services legally performed.

CLIENT will provide CB&I with all relevant information reasonably available to it concerning, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any materials known or believed to be present at any site for which Services are requested.

(CB&I shall make its own determination as to the precautions appropriate for any material, but CB&I shall accept CLIENT's determination in a given situation that a material is hazardous and shall handle it accordingly, whether or not the particular material involved meets the definition of hazardous waste under applicable laws and regulations.)

CB&I shall notify CLIENT within a reasonable time of the discovery of material in breach of the warranties set forth in this Section 11. In the event of such breach, CLIENT shall be legally responsible for arranging for a lawful manner of disposition of such material, and any such disposition will properly protect CB&I from any increased hazard, cost or risk. CLIENT shall fully compensate CB&I for all Services performed in connection with the disposition or return of material pursuant to this Section 11.

c. **Characteristics of Site:** CLIENT will provide CB&I with all relevant information available to it concerning the site for which Services are requested, including, without limitation, any hazards that may be present, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site.

d. **CLIENT'S Duties:** CLIENT shall, at its cost, at such times as may be required by CB&I for the successful, timely, and expeditious completion of Services:

(1) Provide unimpeded and timely access to the site, any necessary third-party property, and an adequate area or areas for CB&I's site office facilities, equipment storage, and employee parking and shall furnish all construction utilities necessary for the Services;

(2) Make all necessary notifications, file all reports, provide CB&I with any necessary governmental allocations or priorities, and obtain all permits and licenses required to

be taken out in CLIENT's name which are necessary for the Services;

(3) Obtain any process and other transfer of technology licenses which are required for the Services, except where such licenses are identified in an Order as the responsibility of CB&I.

e. **Changes:** If CB&I encounters any unforeseen, differing or changed conditions or circumstances, the time for completion of such Services shall be extended, and CB&I shall receive an equitable compensation adjustment if CB&I incurs additional costs or additional Services are required.

EXCEPT AS SET FORTH ABOVE, CLIENT MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY MATERIALS WITH RESPECT TO WHICH CLIENT MAY REQUEST SERVICES.

12. Indemnity by CLIENT

Subject to the limitations of Section 13 hereof, any indemnity by CB&I shall not apply to, and CLIENT shall defend, indemnify, and hold harmless (and does hereby release) CB&I (including its parent, subsidiary, and affiliated companies and their officers, directors, employees, and agents) from and against, any and all liabilities, claims, demands, losses, damages, fines and penalties, and related expenses (including legal fees and reasonable costs of investigation), to the extent resulting from, attributable to, or arising out of:

a. Any negligence or willful misconduct of CLIENT or compliance by CB&I with directives issued by CLIENT;

b. Any violation of laws, regulations or ordinances by CLIENT;

c. Any material breach by CLIENT of any warranties or other provisions hereof;

d. Any condition existing at a site prior to the arrival of CB&I or over which CB&I had no control;

e. Any action or inaction of any other contractor, subcontractor, independent contractor or agent of CLIENT;

f. Any nonconforming hazardous substance or discrepancy in any manifest as defined in applicable regulations except to the extent such nonconformity or discrepancy results from, is attributable to, or arises out of the material breach hereof by CB&I;

g. Any hazardous material environmental emergency response service except to the extent such losses, damages, fines, penalties, or expenses result from gross negligence or

willful misconduct by CB&I after arrival at the scene as to which reasonable knowledge, and adequate means and time were available to CB&I to avoid the incident;

h. Any property or characteristic inherent in, or risk inherent in the handling, treatment, storage, disposal or other management of, any material with respect to which CB&I provides Services, except to the extent any loss, damage, liability or expense results from CB&I's gross negligence or willful misconduct;

i. Any allegation that CB&I is an owner, operator, manager, or person in charge of all or any portion of a site, or arranged for the treatment, transportation, or disposal of, or owned or possessed, or chose the treatment, storage, or disposal site for, any material, with respect to which Services are provided; or

j. Any pollution, contamination, or release of hazardous or radioactive materials, including all adverse health effects thereof, except to the extent such pollution, contamination or release results from CB&I's gross negligence or willful misconduct.

13. Notice/Defense

A party entitled to indemnity under Section 10 or 12 hereof shall be the "Indemnitee" and the party obligated to provide such indemnity shall be the "Indemnitor." The Indemnitee shall promptly provide written notice to the Indemnitor upon the earlier of (a) any assertion of any Claim (as hereafter defined) falling within the Indemnitor's duties to indemnify or (b) learning of facts (other than the knowledge CB&I gains through performing the Services) which may give rise to a duty by Indemnitor to defend, to indemnify, or hold harmless.

In the event an Indemnitor is required, during the course of an action or other proceeding, to pay any sum pursuant to Section 10 or 12 hereof which results from, is attributable to or arises out of any cause other than one for which the Indemnitor is required to defend, indemnify or hold harmless, the Indemnitor shall be entitled to recover from the Indemnitee and others to the extent such sums are in excess of those sums which the Indemnitor is required to pay pursuant to Section 10 or 12, as the case may be.

14. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

a. IN NO EVENT SHALL CB&I BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, IMPACT, OR CONSEQUENTIAL LOSSES, DAMAGES (INCLUDING LOSS OF PROFITS), LIABILITIES OR EXPENSES INCURRED BY CLIENT OR ANY THIRD PARTY AS A RESULT OF CB&I'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR BY

APPLICATION OR USE OF REPORTS PREPARED OR OTHER SERVICES PERFORMED. FURTHER, NEITHER PARTY SHALL HAVE LIABILITY FOR ANY ACTION INCLUDING DISCLOSURE OF INFORMATION WHERE THAT PARTY BELIEVES IN GOOD FAITH THAT SUCH ACTION IS REQUIRED BY PROFESSIONAL STANDARDS OF CONDUCT FOR THE PRESERVATION OF PUBLIC HEALTH, SAFETY OR WELFARE, OR BY LAW; AND

b. FOR ALL LOSSES, DAMAGES, LIABILITIES OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS), WHETHER FOR INDEMNITY, OR NEGLIGENCE, INCLUDING ERRORS, OMISSIONS OR OTHER ACTS, OR WILLFUL MISCONDUCT, OR BASED IN CONTRACT, WARRANTY (INCLUDING ANY COSTS AND FEES FOR REPAIRING, REPLACING OR RE-PERFORMING SERVICES OR CURING A BREACH HEREOF), OR FOR ANY OTHER CAUSE OF ACTION (INDIVIDUALLY, A "CLAIM"; COLLECTIVELY, "CLAIMS"), CB&I'S LIABILITY, INCLUDING THE LIABILITY OF ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS AND ALL OTHER PERSONS FOR WHOM CB&I IS LEGALLY RESPONSIBLE, SHALL NOT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEED IN THE CUMULATIVE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, SUCH MINIMUM AMOUNT AS IS PERMITTED BY LAW OR, IF NONE, THE LESSER OF THE TOTAL AMOUNT OF COMPENSATION PAID TO CB&I HEREUNDER OR TWO MILLION DOLLARS (\$2,000,000).

c. ALL CLAIMS AGAINST CB&I, ITS INSURERS, EMPLOYEES, AGENTS, DIRECTORS OR OFFICERS AND ALL OTHER PERSONS FOR WHOM CB&I IS LEGALLY LIABLE, SHALL BE DEEMED WAIVED UNLESS AND TO THE EXTENT CLIENT SHALL BRING SUIT THEREFOR AGAINST CB&I WITHIN TWO (2) YEARS AFTER CB&I'S SUBSTANTIAL COMPLETION OF THE PARTICULAR SERVICES WITH RESPECT TO WHICH THE CLAIM IS MADE.

15. Insurance

CB&I shall furnish to CLIENT insurance certificates evidencing the following insurance coverages:

a. Workers' Compensation, providing statutory benefits and employer's liability insurance covering employees of CB&I engaged in operations hereunder in compliance with the state having jurisdiction over each employee. The limit for employer's liability shall be One Million Dollars (\$1,000,000) per accident.

b. Comprehensive General Liability Insurance including products, personal injury, contractual and automobile liability with limits of One Million Dollars (\$1,000,000) per occurrence of Two Million Dollars (\$2,000,000) per aggregate for bodily injury and property damage. Such policy shall be endorsed to cover liability of CB&I under this Agreement, name CLIENT additional insured. And be primarily and noncontributory Automobile liability insurance shall include non-owned and hired vehicle coverage.

The certificates shall specify the dates when such insurance expires and shall provide for notices of cancellation according to the standard wording of the Acord Certificate of Insurance Form. CB&I and its insurer(s) hereby reserve all rights of subrogation.

16. Title to Intellectual Property

CLIENT shall own any final reports of findings, feasibility studies, industrial hygiene and safety, engineering work or other work performed or prepared by CB&I under this Agreement.

CLIENT shall retain all right, title and interest in and to all intellectual property, including patents, copyrights, trademarks and confidential know-how (collectively, "Intellectual Property") pertaining to CLIENT's field of expertise which is developed by CLIENT and/or by CB&I in connection with performing the Services.

CB&I shall retain all right, title and interest to all Intellectual Property pertaining to CB&I's field of expertise which is developed by CB&I in connection with performing Services; provided, however, that CB&I shall grant to CLIENT an irrevocable, royalty-free, nonexclusive, nontransferable right and license as to such Intellectual Property for use by the CLIENT's.

17. Intellectual Property Rights

CB&I shall use its best efforts to provide Services that do not infringe on any valid Intellectual Property or involve the use of any confidential information that is the property of others unless CB&I is licensed or otherwise has the right to use such Intellectual Property or confidential information. CB&I shall also use its best efforts to inform CLIENT of any infringement upon any Intellectual Property that may be reasonably expected to result from the use of the Services; provided, however, that the best efforts of CB&I shall not include a duty to conduct and/or prepare a copyright, trademark or patent search and/or opinion. Notwithstanding the foregoing, in no event shall CB&I incur any liability for infringement based on CLIENT's manufacturing processes or for infringement resulting from CB&I's compliance with CLIENT's directions.

18. Technology Fees

In the event the Services require the application of certain of CB&I's Intellectual Property, CB&I shall (a) identify the applicability of technology fees for the utilization of such Intellectual Property prior to or during the process definition phase of a project and (b) define for CLIENT the technical and economic factors associated with application of such technology. If CLIENT elects to proceed with evaluation or application of CB&I's Intellectual Property, CLIENT and CB&I shall negotiate in good faith, and establish in writing, the appropriate technology fees and payment schedules.

19. Confidentiality, Nondisclosure

In the course of performing Services, to the extent that CLIENT discloses to CB&I, or CB&I otherwise acquires, business or technical information that CLIENT clearly marks as confidential or proprietary, CB&I will receive and maintain in confidence such information and will exercise all reasonable efforts to avoid the disclosure of such information to others. CB&I will not use such information for any purpose other than the performance of Services for CLIENT.

Upon CLIENT's request, any reports, drawings, plans, or other documentation (or copies thereof) furnished to CB&I by CLIENT shall be returned upon completion of the Services. CB&I may retain one (1) copy of any documents prepared by or furnished to CB&I in the performance of the Services.

CLIENT shall treat as confidential all information and data furnished to it by CB&I in connection with this Agreement including, but not limited to, CB&I's technology, formulae, procedures, processes, methods, trade secrets, ideas, inventions, and/or computer programs; and CLIENT shall not disclose such information to any third party, except to a related company which has first agreed in writing with CB&I to an obligation of confidentiality identical to the obligations of CLIENT as set forth in this Section 19.

Nothing in this Agreement shall prevent or be interpreted as preventing either CB&I or CLIENT or either party's employees or agents from disclosing and/or using said information or data (a) when the information or data are actually known to the receiving party before being obtained or derived from the originating party; (b) when the information or data is generally available to the public without the receiving party's fault at any time before or after it is acquired from the originating party, (c) where the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the originating party with respect thereto; (d) where a written release is obtained by the receiving party from the originating party; (e) five (5) years from the date of the receipt of such information; (f) where permitted by this Agreement; or (g) where disclosure is required by process of law, provided that the party subject to such process shall promptly notify the

originating party and allow the originating party the opportunity to resist such process.

CLIENT and its related companies shall be entitled to use, for themselves only, any part of CB&I's Services. Although CLIENT is entitled to multiple use, CB&I's liability is limited to the first application of the Services. When CB&I's know-how, inventions, and/or CB&I's patent rights are involved, multiple use by CLIENT may involve payment of technology fees to CB&I for each such use, as shall be established by mutual agreement of the parties pursuant to Section 18 herein.

20. Force Majeure

Neither party shall be deemed in default of this Agreement or any Order to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes, or lockouts, acts of governmental agencies or officials, and changes in laws, statutes, regulations or ordinances.

If any such force majeure condition occurs and will materially delay or impair performance hereunder, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. The party receiving said notice may then elect to either (a) terminate the affected Service or any part thereof or (b) suspend the affected Service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Unless written notice electing option (a) under this Section 20 is given within three (3) days after receipt of notification of the force majeure condition, then option (b) shall be deemed to have been elected.

21. Affirmative Action

Unless this Agreement is exempted by law, CB&I shall comply with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the rules and regulations issued pursuant to said Order and Acts, as amended, and all of which are incorporated herein by reference. Upon execution of this Agreement and upon request, CB&I shall furnish to CLIENT an executed Certificate of Nons segregated Facilities.

22. Notice

a. CB&I and CLIENT shall notify each other of (1) service of any notice of violation of any law, regulation, permit, or license relating to the Services; (2) initiation of any

proceedings to revoke any permits or licenses which relate to such Services; (3) revocation of any permits, licenses, or other governmental authorizations relating to such Services; or (4) commencement of any litigation that could affect such Services.

b. Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by telex, wire, or by certified mail, return receipt requested, postage prepaid, to the address of the respective party set forth below, or to such other address for either party as that party may by written notice designate.

CB&I Environmental & Infrastructure, Inc.
4171 Essen Lane
Baton Rouge, LA 70809
Attn: Corporate Counsel

CLIENT CITY OF AURORA
1 S. BROADWAY, 2ND FLOOR

f.c. ~~Seize the Future Development Foundation~~

~~45 West Calena Boulevard~~

Aurora, Illinois 60506

Attn: David Hulseberg

Ms. STEPHANE PHIFER

CLIENT shall also provide a copy of such notice to the CB&I office performing the specific Order in question.

c. CLIENT shall obtain CB&I's prior consent and cooperation with the formulation and release of any public disclosure in connection with this Agreement or work performed hereunder, before issuing a news release, public announcement, advertisement, or other form of publicity.

23. Assignment

Neither party shall assign or delegate any of its duties or obligations under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, CB&I may assign or subcontract all or any portion of the Services to one or more subsidiaries of Chicago Bridge & Iron Company N.V. or affiliates of CB&I or to such other persons as CB&I deems appropriate. Further, CB&I may upon notice to CLIENT assign, pledge or otherwise hypothecate the cash proceeds and accounts receivable resulting from the performance of any Services or sale of any goods pursuant to this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' respective successors and assigns.

24. Attorney Fees

In the event either party shall be successful in any action (a) alleging breach of this Agreement; (b) to construe or enforce the terms and conditions of this Agreement, including nonpayment of invoices; or (c) to enjoin the other party from violating any term or condition of this Agreement, the prevailing party shall, to the maximum extent permitted by law, be entitled to recover its reasonable legal fees, costs, and expenses in bringing and maintaining any such action.

25. CLIENT/CB&I Representatives

CLIENT and CB&I shall each designate in writing an individual or individuals to serve as their representative(s) during the course of this Agreement, and for each Order. Selection of representatives shall be based upon qualifications and experience relating to the nature of the Services being performed. Each such representative shall be authorized to act on behalf of and to bind the designating party as to all matters pertaining to the Agreement and the Order(s).

26. Governing Law

This Agreement shall be governed by and interpreted pursuant to the laws of the state or jurisdiction where the particular Services are to be performed. Venue shall be proper in the Circuit Court of Kane County, Illinois, or any federal district court in Illinois.

27. Waiver of Terms and Conditions

The failure of either CB&I or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

28. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by CB&I to CLIENT and shall be deemed incorporated in all Orders unless otherwise agreed in writing by CB&I. In the event of conflict, this Agreement shall govern. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by CB&I and shall not operate to modify the Agreement, and CB&I's acceptance of an Order is expressly conditioned on and limited to assent to the provisions hereof. CLIENT may accept these terms and conditions by execution of this Agreement or by authorizing

CB&I to begin work. This Agreement may be amended only by a written instrument signed by both parties.

29. Severability; Survival

Each provision of this Agreement is severable from the others. Should any provision of this Agreement be found invalid or unenforceable, such provision shall be ineffective only to the extent required by law, without invalidating the remainder of such provision or the remainder of this Agreement. Further, to the extent permitted by law, any provision found invalid or unenforceable shall be deemed automatically redrawn to the extent necessary to render it valid and enforceable consistent with the parties' intent. For example, if the gross negligence standard in Sections 10 and 12 is unenforceable under an applicable "anti-indemnity" statute, but a sole negligence standard is enforceable, the sole negligence standard shall be automatically substituted therein. The terms and conditions set forth herein shall survive the termination of this Agreement.

30. Statutory Employer

For work performed in the State of Louisiana, CB&I and CLIENT agree that CLIENT are designated as statutory employers of CB&I's direct and statutory employees, pursuant to La. R.S. 23:1061 and acknowledge that the services required of CB&I and its direct and statutory employees pursuant to this Agreement are an integral part of and essential to CLIENT's ability to generate goods, products and services.

IN WITNESS WHEREOF, CLIENT and CB&I agree to the foregoing (INCLUDING THE LIMITATIONS ON LIABILITY IN SECTIONS 8-14) and have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

CLIENT: CITY OF AURORA, ILLINOIS

By: Ester L. Phillips

Name: Ester L. Phillips

Title: City of Aurora
Director of Purchasing

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

By: AK

Name: Amandeep Kang

Title: Operations Manager

ATTACHMENT: Exhibit I - Category Rate Schedule



**CB&I Environmental & Infrastructure, Inc.
2016 Fee Schedule**

<u>Title</u>	<u>Rate</u>
Principal	\$215.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Project Manager IV	\$180.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Project Manager III	\$160.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Project Manager II	\$140.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Project Manager I	\$125.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Professional Level III	\$105.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Professional Level II	\$95.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Professional Level I	\$80.00
Engineer / Geologist / Environmental Scientist Planner Designer Project Administrator	
Technician	
Level IV	\$70.00
Level III	\$60.00
Level II	\$50.00
Level I	\$40.00
Administrative Assistant	\$56.00

Depositions and expert witness testimony, including preparation time, will be charged at 1.5 times the above rates.



**CB&I Environmental & Infrastructure, Inc.
2016 Fee Schedule**

<u>Title</u>		<u>Rate</u>
Vehicle (day) plus gas		\$75.00
Vehicle Expense (Cost +15%)	Cost	15%
Disposable Bailers (2")		\$8.00
Disposable Bailers (1")		\$7.00
Misc. Sampling Supplies (day)		\$45.00
Groundwater Sampling Tubing (foot)		\$0.35
Caution Tape (roll)		\$18.00
Encore Sampler (each)		\$8.00
QED 0.45 Micron Disposal Filters (each)		\$18.00
Steel Well Lock (each)		\$8.00
2" Grippers (each)		\$25.00
Disposable Camera (each)		\$10.00
Laptop Computer (day)		\$75.00
LCD Projector (day)		\$100.00
Projection Screen (day)		\$25.00
Digital Camera (day)		\$20.00
Camcorder (day)		\$15.00
Tripod (day)		\$15.00
Soil Probe (day)		\$25.00
Interface Probe (day)		\$45.00
Water Level Indicator (day)		\$45.00
Infrared Thermometer (day)		\$10.00
PID (day)		\$90.00
Slug Test Equipment (day)		\$125.00
Nasal Ranger Scentometer (day)		\$75.00
Air Compressor Controller Sampling System (day)		\$160.00
Cond./Temp/pH Meter (day)		\$35.00
Multi-Parameter Water Quality Meter (day)		\$80.00
GEM-500 (day)		\$125.00
Drager Bellows Pump (day)		\$10.00
Water Purge Pump (day)		\$30.00
Lo-Flow Sampling Pump (Peristaltic Type) (day)		\$95.00
4-Gas Meter (day)		\$20.00
Tyvek Suit (Jump suit, gloves, boots) (day)		\$35.00
Hand Auger (day)		\$25.00
Sludge Judge (day)		\$35.00
Laser Level (day)		\$45.00
Field Boat (day)		\$50.00
Reimbursables, (Cost +15%)	Cost	15%
Communication/Shipping/Routine Copying	+ 3% of total gross labor	

Fee Schedule Rates are subject to change without notice.

Monthly invoices are to be paid according to the contract.
Interest will be charged on late payments.