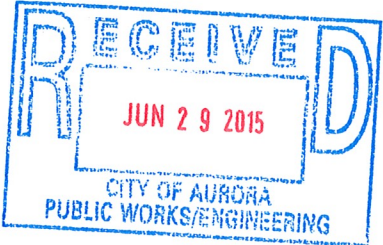




June 23, 2015

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  
Kautz Road Multi-Use Path Extension Phase I  
Aurora, Illinois**

Dear Mr. Schroth:

Thank you for the opportunity to submit this proposal for professional services for the proposed Kautz 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:

- **Kautz Road Multi-Use Path Extension Phase I**  
Construct a new multi-use path from Fifth Avenue to New York Street. The improvements are generally to consist of a new 10-foot wide multi-use path within the Kautz Road R.O.W., extending the existing trail on Kautz Road northerly to connect to a proposed facility on East New York Street. This federally funded project is targeted for a State Letting in early 2017, with a Phase I Project Development Report (PDR) approval in early 2016.

**SCOPE OF SERVICES**

Our firm proposes to furnish the necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analyses 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. All Kautz Road Phase II design related items will be covered under a separate, federally funded engineering agreement. No topographic survey or public involvement is included in this

agreement. The agreement assumes that the path will be constructed in the City ROW and not on Forest Preserve property (although a work item has been provided in this contract to compare the two alternatives). Additional work items for items associated with work on the Forest Preserve property include but are not limited to: additional FHWA coordination, potential 4(f) processing, and a tree survey. This agreement assumes that the path will be located in the open space of the City ROW and avoid tree removal where at all possible (very little tree removal will be required and no tree survey will be required). The City will determine which path alternative (City ROW or Forest Preserve) to move forward with based on the comparison of the alternatives given by EEI. No additional work tasks associated with choosing alternatives are included in this agreement, including preparing for or attending public meetings.

### **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 **\$47,862.15** including all sub-consultant service fees. Some of these tasks are complete or partially complete and have been previously invoiced, in the amount of \$6,838.66. The remaining amount is **\$41,023.49**

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 is included as Exhibit 3.

### **GENERAL CONDITIONS**

The general conditions, as summarized in Exhibit 4, 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 PESA and 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.

Handwritten signature of Jeffrey W. Freeman in black ink.

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

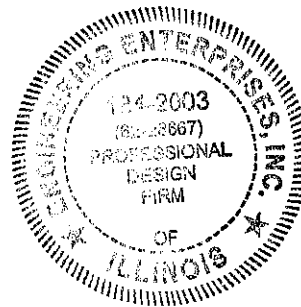
52 Wheeler Road  
Address

(corporate seal)

Sugar Grove                      IL                      60554  
City                                      State                                      Zip

By Jeffrey W. Freeman (AS)  
Vice President

By Robbie M. Marini  
Executive Assistant



**Kautz Road Multi-Use Path Extension Phase I  
City of Aurora**

**Exhibit 1 – Scope of Services**

In order to successfully complete this project, various items will need to be addressed during the preliminary planning, and the design engineering for this project. Our proposed scope of services will include the following:

**Kautz Road Multi-Use Path Extension Phase I:**

The Phase I Study and Report will be prepared to Federal Standards as outlined in the IDOT BLR & BDE Manuals.

**A. 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. Prepare photo log of project limits.

**B. Survey Services**

1. Survey will not be completed for this project. Existing plans, 1-foot contour data and aerials will be used to obtain data for the production of plans for a Phase I level of effort. A small allowance for survey has been made to allow for verification of the existing plans, and to pick up the wetland delineation.

**C. Preliminary Design Studies**

1. A memo will be provided to the City that will investigate the differences in constructing the path in the existing City ROW or in the adjacent Forest Preserve. The memo will provide estimated construction costs, estimated engineering fees, construction issues, tree impacts, and project processing requirements to complete the project. The Client will then provide direction to EEI regarding the path location. This agreement assumes that the path will be constructed in existing City ROW.
2. Preliminary horizontal and vertical geometrics will be developed.
3. Detailed cross sections will not be provided due to the lack of a topographic survey in Phase I.
4. Preliminary utility coordination will be conducted to determine impact on existing utilities.

**D. Drainage Report**

1. Since the project does not involve a state route, an IDOT Location Drainage Study will not be required. A Drainage Technical Memorandum will be prepared (1-2 page).
2. It is assumed that detention for the proposed roadway improvements may be needed; in the event that detention is required, it is assumed that detention within the Kautz Road R.O.W. or a fee in-lieu will be paid.

**E. Environmental Studies**

1. Social/Economic - Assumed no impacts.
2. Agricultural – No coordination with the Illinois Department of Agriculture will be required.
3. Cultural – A photo log of structures along the project corridor that appear to be greater than 40 years old will be completed. The photos will be submitted to IDOT for their in-

house cultural review.

4. Air Quality – Assumed no impacts.
5. Energy - Assumed no impacts.
6. Natural Resources – A full tree survey will not be performed. Engineering Enterprises, Inc. will field check corridor to determine presence of any trees that will be impacted. This agreement assumes that the path will be located in the open space of the City ROW and avoid tree removal where at all possible.
7. Water Quality/Resources – There are no known water quality issues to address. No coordination with IDNR and ACOE for water quality purposes will be performed.
8. Wetlands – There are potential wetlands along the project corridor. A wetland delineation and wetland survey for this area has been included.
9. Special Lands – There are public lands adjacent to the projects limits. It is our understanding that these entities are project co-sponsors and therefore there will be no impacts to 4(f) lands. Any changes in that status or additional work items associated with 4(f) will require an amendment to this agreement.
10. Preliminary Environmental Site Assessment (PESA).
11. ESR will be submitted to IDOT.

F. Public Involvement

1. No Public Involvement activities (formal or informal) will be provided.

G. Project Report

1. Prepare draft report (latest BLR 22210 or BLR 22211) and report exhibits for City and IDOT review.
2. Cost Analysis - Preliminary Opinions of Probable Costs will be developed for the entire project.
3. Address preliminary report comments from City and IDOT and prepare final draft Project Development Report for transmittal to IDOT.
4. Provide three (3) draft reports for review and comment to IDOT.
5. Address IDOT's preliminary report and prepare final Project Development Report.
6. Provide five (5) final Project Development Reports, three (3) to IDOT, and two (2) to the City including a copy in pdf format.

### PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
PRIME/SUPPLEMENT

Engineering Enterprises, Inc.  
Prime

DATE  
PTB NO. 06/18/15

CONTRACT TERM  
START DATE  
RAISE DATE

9 MONTHS  
7/1/2015  
2/20/2016

OVERHEAD RATE  
COMPLEXITY FACTOR  
% OF RAISE

199.32%  
0  
3.00%

### ESCALATION PER YEAR

7/1/2015 - 2/20/2016

8

9

= 86.89%  
= 1.0033

2/21/2016 - 3/20/2016

1

9

11.44%

**The total escalation for this project would be:**

**0.33%**

# PAYROLL RATES

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

Engineering Enterprises DATE  
Prime

06/18/15

ESCALATION FACTOR 0.33%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Sr. Principal	\$67.31	\$67.53
Principal	\$56.64	\$56.83
Sr. Proj. Manager	\$50.71	\$50.88
Proj. Manager	\$40.21	\$40.34
Sr. Proj. Eng/Surv II	\$37.86	\$37.99
Sr. Proj. Eng/Surv I	\$33.30	\$33.41
Proj. Eng/Surv	\$28.05	\$28.14
Assoc. Eng/Surv	\$14.00	\$14.05
Sr. Proj. Tech II	\$36.80	\$36.92
Sr. Proj. Tech I	\$32.20	\$32.31
Admin. Assistant	\$25.80	\$25.89
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



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

DF-624-039  
REV 12/04

DATE 06/18/15

FIRM Engineering Enterprises, Inc.

**FIRM  
PSB  
PRIME/SUPPLEMENT**

OVERHEAD RATE 1.9932  
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Project Scoping, Data Collection, Alternative Memo	48	1,733.60	3,455.41		752.41				5,941.42	12.41%
	Kick-Off Meeting With City	4	161.38	321.65		70.04				553.07	1.16%
	Preliminary Exhibits	4	161.38	321.65		70.04				553.07	1.16%
	Kick-Off Meeting With IDOT	14	545.95	1,088.20		236.95				1,871.10	3.91%
	ESR	8	303.89	605.71		131.89				1,041.49	2.18%
	PESA And Wetland Coordination	4	151.94	302.86		65.95		\$ 11,521.73		12,042.48	25.16%
	FHWA Coordination Meeting	16	626.64	1,249.02		271.97				2,147.64	4.49%
	Finalize Geometrics	36	1,158.53	2,309.18		502.82				3,970.53	8.30%
	Drainage Technical Memorandum	24	826.87	1,648.11		358.87				2,833.85	5.92%
	Draft PDR	72	2,440.07	4,863.54		1,059.02				8,362.63	17.47%
	PDR Revisions	62	1,781.80	3,561.48		773.33				6,106.61	12.76%
	QC/QA And Project Management	16	711.44	1,418.05		308.78				2,438.27	5.09%
	<b>Subconsultant DL</b>										
	<b>TOTALS</b>	<b>298</b>	<b>10,603.49</b>	<b>21,134.87</b>	<b>0.00</b>	<b>4,602.06</b>	<b>0.00</b>	<b>11,521.73</b>	<b>0.00</b>	<b>47,862.15</b>	<b>100.00%</b>
								Previously Invoiced Services for Completed Tasks		<b>6,838.66</b>	
								Remaining Work		<b>41,023.49</b>	

PREPARED BY THE AGREEMENTS UNIT

# AVERAGE HOURLY PROJECT RATES

**FIRM** Engineering Enterprises, Inc.

**PSB**

**PRIME/SUPPLEMENT** Prime

DATE 06/18/15

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			Project Scoping, Data Collection, Alternative Memo			Kick-Off Meeting With City			Preliminary Exhibits			Kick-Off Meeting With IDOT			ESR		
		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	4	1.34%	0.76															
Sr. Proj. Manager	50.88	0																	
Proj. Manager	40.34	58	19.46%	7.85	16	33.33%	13.45	4	100.00%	40.34	4	100.00%	40.34	6	42.86%	17.29			
Sr. Proj. Eng/Surv II	37.99	112	37.58%	14.28	8	16.67%	6.33							8	57.14%	21.71	8	100.00%	
Sr. Proj. Eng/Surv I	33.41	8	2.68%	0.90	8	16.67%	5.57												
Proj. Eng/Surv	28.14	56	18.79%	5.29															
Assoc. Eng/Surv	14.05	0																	
Sr. Proj. Tech II	36.92	0																	
Sr. Proj. Tech I	32.31	60	20.13%	6.50	16	33.33%	10.77												
Admin. Assistant	25.89	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
<b>TOTALS</b>		298	100%	\$35.58	48	100.00%	\$36.12	4	100%	\$40.34	4	100%	\$40.34	14	100%	\$39.00	8	100%	\$37.99

### AVERAGE HOURLY PROJECT RATES

**FIRM** Engineering Enterprises, Inc.  
**PSB** \_\_\_\_\_  
**PRIME/SUPPLEMENT** Prime

**DATE** 06/18/15

**SHEET** 2 **OF** 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	PESA And Wetland Coordination			FHWA Coordination Meeting			Finalize Geometrics			Drainage Technical Memorandum			Draft PDR			PDR Revisions			
		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																			
Principal	56.83																			
Sr. Proj. Manager	50.88																			
Proj. Manager	40.34				8	50.00%	20.17													
Sr. Proj. Eng/Surv II	37.99	4	100.00%	37.99	8	50.00%	18.99	8	22.22%	8.44	12	50.00%	18.99	4	5.56%	2.24	4	7.69%	3.10	
Sr. Proj. Eng/Surv I	33.41																			
Proj. Eng/Surv	28.14							12	33.33%	9.38	4	16.67%	4.69	24	33.33%	9.38	16	30.77%	8.66	
Assoc. Eng/Surv	14.05																			
Sr. Proj. Tech II	36.92																			
Sr. Proj. Tech I	32.31							16	44.44%	14.36	8	33.33%	10.77	12	16.67%	5.38	8	15.38%	4.97	
Admin. Assistant	25.89																			
<b>TOTALS</b>		4	100%	\$37.99	16	100%	\$39.17	36	100%	\$32.18	24	100%	\$34.45	72	100%	\$33.89	52	100%	\$34.27	

### AVERAGE HOURLY PROJECT RATES

**FIRM** Engineering Enterprises, Inc.

**PSB**

PRIME/SUPPLEMENT/Prime

**DATE** 06/18/15

**SHEET** 3 **OF** 6

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QC/QA And Project Management																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Sr. Principal	67.53																		
Principal	56.83	4	25.00%	14.21															
Sr. Proj. Manager	50.88																		
Proj. Manager	40.34	12	75.00%	30.26															
Sr. Proj. Eng/Surv II	37.99																		
Sr. Proj. Eng/Surv I	33.41																		
Proj. Eng/Surv	28.14																		
Assoc. Eng/Surv	14.05																		
Sr. Proj. Tech II	36.92																		
Sr. Proj. Tech I	32.31																		
Admin. Assistant	25.89																		
<b>TOTALS</b>		16	100%	\$44.47	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00

## EXHIBIT 3 – PROJECT SCHEDULE KAUTZ ROAD MULTI-USE PATH EXTENSION PHASE I City of Aurora, Kane/Outrage Counties, IL



WORK ITEM NO.	WORK ITEM DESCRIPTION	2014												2015												2016											
		Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.														
K.1.1	Project Scoping																																				
K.1.2	Phase I Agreement																																				
K.1.3	Quality Control/Quality Assurance																																				
K.1.4	Alternative Memo																																				
K.1.5	City Decision on Path Alternative																																				
K.1.6	Set Up Geometry Based on Existing Plans (No Topographic Survey)																																				
K.1.7	Preliminary Geometrics																																				
K.1.8	Data Collection and Analysis of Existing Conditions																																				
K.1.9	IDOT Kick-off Meeting																																				
K.1.10	Perform PES&A (Preliminary Environmental Site Assessment) and Wetland Delineation																																				
K.1.11	Submit Environmental Survey Request (ESR)																																				
K.1.12	ESR Review																																				
K.1.13	Environmental Clearance and Approval																																				
K.1.14	FHWA Meeting #1																																				
K.1.15	Finalize Geometrics																																				
K.1.16	Drainage Technical Memorandum																																				
K.1.17	Draft Project Development Report (PDR)																																				
K.1.18	Submit Draft PDR																																				
K.1.19	Draft PDR Review																																				
K.1.20	PDR Revisions																																				
K.1.21	Submit Final PDR																																				
K.1.22	Final PDR Review																																				
K.1.23	Phase I Design Approval																																				
<b>KAUTZ ROAD MULTI-USE PATH EXTENSION - PHASE II (INFORMATIONAL PURPOSES ONLY, WORK ITEMS NOT INCLUDED IN THIS CONTRACT)</b>																																					
K.2.1	Phase II Agreement																																				
K.2.2	Phase II Authorization from IDOT (must be after Phase I approval)																																				
K.2.3	Quality Control/Quality Assurance																																				
K.2.4	Phase II Kick-Off Meeting with IDOT and City																																				
K.2.5	Topographic Survey																																				
K.2.6	Phase II Design																																				
K.2.7	Submit Pre-Final Plans, Specifications and Estimate (PS&E) (due 09/29/16 for 01/2017 Letting)																																				
K.2.8	IDOT Review																																				
K.2.9	Revises PS&E																																				
K.2.10	Submit Final PS&E (Due October 2016 for a January 2017 Letting)																																				

**Assumptions:**  
The schedule is subject to review times by IDOT and may be delayed due to their requirements. Subject to Agency review and approval of agreements. City-owned ROW will be used for this project. Project alternative chosen by City and decision given to EEI to proceed by September 2015.

Legend	
	Field Work
	Design/Work Item
	Construction
	Key Submittal(s)
	Project Management & QC/QA
	Meeting(s)
	Agency Review(s)
	Proposal
	IDOT Approval

**EXHIBIT 4  
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://huffinhuff.com>

May 22, 2015

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

**Re: Environmental Services – Preliminary Environmental Site Assessment and Wetlands – Kautz Trail Extension (Revised)  
Aurora, Kane County, Illinois  
Proposal No. 81.PT000047.16**

Dear Mr. Weidner,

## **1. PROJECT UNDERSTANDING**

Huff & Huff, Inc. (Consultant) is pleased to submit this proposal to Engineering Enterprises, Inc. (Client) to perform wetland delineation and Preliminary Environmental Site Assessment (PESA), associated with the Kautz Trail Extension project in Aurora, Illinois. Specifically, the scope is associated with Phase I engineering services and Consultant understands the construction will be federally funded.

The scope of the project is to construct a new ten-foot wide path from Kautz Road to Cheshire Drive within the existing unimproved ROW; continuing for a few hundred feet from Cheshire to New York Street, along the west side of the road; then crossing to the east side of the road and replace the existing five-foot wide Portland cement concrete (PCC) sidewalk with a new ten-foot wide bike path.

The scope also includes the following connections:

- North and south ends: to existing bike paths;
- West side: two connections to paths linking to the adjacent Forest Preserve property;
- East side: major connection to an existing path in the Fox Valley Park District "Linear Park" – with construction of this path segment on FVPD property.

## **2. SCOPE OF SERVICES**

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

## **Task 1 – Wetland/WOUS Delineation and Report**

Consultant will conduct a wetland and WOUS delineation using current methods and 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
- DuPage County Soil Survey
- Kane County ADID maps
- DuPage County Wetland Inventory
- 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 – Preliminary Environmental Site Assessment (PESA)**

Consultant will prepare separate Preliminary Environmental Site Assessment for the project corridor. IDOT completes PESAs for state rights of way; however, Consultant will complete the PESA for the local roads portions. The process will follow general protocols associated with ASTM E1527-13, which is a standard environmental site assessment methodology and IDOT procedures. These protocols are consistent with the "Preliminary Site Assessment (PESA)" procedures outlined by the Illinois Department of Transportation (IDOT) in BDE #66-10A and the "Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Highway Projects." No soil sampling is included in this task.

#### **A. Historical Research**

The project corridors historical land use/ownership records will be developed from standard historical sources. Historical aerial photographs or historical maps, such as Sanborn Fire Insurance Maps, will be reviewed, as available. The review will identify land use over time and potential areas of environmental concern, such as areas of surface disturbance and outside storage.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project areas will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

### **C. Records Review**

A records review will be conducted to determine potential environmental concerns within the study area. The reviews will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. The searches are based on the outline of the study areas.

Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

### **D. Report Preparation**

A PESA report summarizing the results of the evaluation will be prepared for the project corridor. The following information will be included in these reports:

- a) The project location and description
- b) Historical uses of corridor.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridor regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, wastewater, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding any environmental concerns. This will include IDOT's per Memo 66-10 and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction Demolition Debris management.

### **Task 3 - QA/QC**

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

### **Task 4 – 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. The PESA portion of the project will also be scheduled within two weeks of authorization with completion anticipated within six weeks of authorization to proceed.

## **5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

© 2008 by GZA GeoEnvironmental, Inc.

Engineering Enterprises, Inc.:

Proposal No 81.PT00047.16:

Site: Kautz Trail Extension – 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.

CLIENT  
ENGINEERING ENTERPRISES, INC.

*Linda L Huff*

Signature

Signature

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

Typed Name

Principal

Officer's Title

Officer's Title

*May 22, 2015*  
~~February 19, 2015~~

Date

Date



Payroll Escalation Table  
Fixed Raises

FIRM NAME Huff & Huff, Inc.  
PRIME/SUPPLEMENT EI/Kautz Trail Extension

DATE 5/22/2015  
PTB NO. \_\_\_\_\_

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

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

ESCALATION PER YEAR

6/1/2015 - 3/1/2016	3/2/2016 - 6/1/2016		
9	3		
12	12		

= 75.00%  
= 1.0075

25.75%

The total escalation for this project would be:

0.75%



**Illinois Department of Transportation**

**Payroll Rates**

**FIRM NAME** Huff & Huff, Inc.  
**PRIME/SUPPLEMENT** EEI/Kautz Trail Extension  
**PTB NO.** \_\_\_\_\_

**DATE** 5/22/2015

**ESCALATION FACTOR** 0.75%

<b>CLASSIFICATION</b>	<b>CURRENT RATE</b>	<b>ESCALATED RATE</b>
Principal	\$70.00	\$70.00
Senior Geotechnical Cons.	\$56.96	\$57.39
Senior Consultant	\$52.89	\$53.29
Senior Geologist PM	\$53.26	\$53.66
Senior Engineering PM	\$38.48	\$38.77
Senior Scientist PM	\$41.11	\$41.42
Senior Planning PM	\$43.51	\$43.84
Engineering PM	\$37.02	\$37.30
Geologist PM	\$38.47	\$38.76
Scientist PM II	\$32.94	\$33.19
Scientist PM I	\$39.67	\$39.97
Asst. PM Engineer II	\$36.54	\$36.81
Asst. PM Engineer I	\$28.85	\$29.07
Asst. PM Planning	\$30.77	\$31.00
Sr. Technical Specialist	\$41.83	\$42.14
Sr. CADD Specialist	\$30.29	\$30.52
Environmental Engineer	\$31.74	\$31.98
Environmental Scientist E1	\$24.04	\$24.22
Environmental Scientist E2	\$22.12	\$22.29
Administrative Managers	\$37.26	\$37.54
Sr. Administrative Asst.	\$26.00	\$26.20
Administrative Assistant	\$21.16	\$21.32
Senior PM II	\$57.69	\$58.12
Senior PM I	\$38.70	\$38.99
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**Cost Estimate of  
Consultant Services  
(CPFF)**

Firm Huff & Huff, Inc. Date 5/22/2015  
 Route Kautz Trail Extension  
 Section Kautz Rd to Cheshire Rd/NY St 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
Welland/WOUS Del/Rpt	65	1,770.14	2,621.40	74.65	647.60	20.00	0.00	5,133.78	44.56%
PESA	51	1,646.11	2,437.73	46.33	598.88	450.00	0.00	5,179.05	44.95%
QA/QC	5	262.80	389.19	0.00	94.54	0.00	0.00	746.53	6.48%
Project Management	4	162.77	241.05	0.00	58.55	0.00	0.00	462.37	4.01%
<b>TOTALS</b>	125	3,841.83	5,689.36	120.98	1,399.56	470.00	0.00	11,521.73	100.00%

Method of Compensation:  
 Cost Plus Fixed Fee 1  
 Cost Plus Fixed Fee 2  
 Cost Plus Fixed Fee 3  
 Specific Rate  
 Lump Sum

14.5%[DL + R(DL) + OH(DL) + IHDC]  
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 14.5%[(2.3 + R)DL + IHDC]



# Average Hourly Project Rates

Route: Kautz Trail Extension  
 Location: Kautz Rd to Cheshire Rd/NY St  
 County: Kane  
 Job No.: \_\_\_\_\_  
 Consultant: Huff & Huff, Inc.  
 Date: 5/22/2015  
 Sheet: 1 OF 1

Payroll Classification	Total Project Rates			Wetland/WOUS Del/Rpt			PESA			QA/QC			Project Management			Hours	% Part.	Wgt'd Avg
	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Principal	2	1.60%	1.12															
Senior Geotechnical Cons.	0																	
Senior Consultant	0																	
Senior Geologist PM	0																	
Senior Engineering PM	0																	
Senior Scientist PM	7	5.60%	2.32				3	5.88%	2.44	2	40.00%	16.57	2	50.00%	20.71			
Senior Planning PM	0																	
Engineering PM	0																	
Geologist PM	0																	
Scientist PM II	16	12.80%	4.25	16	24.62%	8.17												
Scientist PM I	3	2.40%	0.96										1	20.00%	7.99	2	50.00%	19.98
Asst. PM Engineer II	0																	
Asst. PM Engineer I	0																	
Asst. PM Planning	0																	
Tr. Technical Specialist	0																	
Tr. CADD Specialist	13	10.40%	3.17	8	12.31%	3.76				5	9.80%	2.99						
Environmental Engineer	42	33.60%	10.74							42	82.35%	26.33						
Environmental Scientist E1	40	32.00%	7.75	40	61.54%	14.90												
Environmental Scientist E2	0																	
Administrative Managers	0																	
Tr. Administrative Asst.	2	1.60%	0.42	1	1.54%	0.40				1	1.96%	0.51						
Administrative Assistant	0																	
Senior PM II	0																	
Senior PM I	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
<b>TOTALS</b>	125	100%	\$30.73	65	100%	\$27.23	51	100%	\$32.28	5	100%	\$52.56	4	100%	\$40.69	0	0%	\$0.00

**HUFF & HUFF, INC.**  
**SUMMARY OF INHOUSE DIRECT COSTS**

Project: EEI Kautz Trail Extension

						<u>DIRECT</u>
<b>Task 1 - Wetland/WOUS Delineation and Report</b>						
Trips - Company	45 miles	x	2 x	\$ 0.575	= \$	51.75
Tolls			4 x	\$ 1.00	= \$	4.00
Reproduction	3 sets	x	100 x	\$ 0.03	= \$	9.00
Color copies	3 sets	x	20 x	\$ 0.11	= \$	6.60
Photo sheets	3 sets	x	10 x	\$ 0.11	= \$	3.30
			0 x	\$ -	= \$	-
<hr/>						
<b>Task Total</b>						<b>\$ 74.65</b>
 <b>Task 2 - PESA</b>						
Trips - Company	45 miles	x	1 x	\$ 0.575	= \$	25.88
Tolls			2 x	\$ 1.00	= \$	2.00
Reproduction	3 sets	x	150 x	\$ 0.03	= \$	13.50
Color copies	3 sets	x	10 x	\$ 0.11	= \$	3.30
Photo sheets	3 sets	x	5 x	\$ 0.11	= \$	1.65
			0 x	\$ -	= \$	-
<hr/>						
<b>Task Total</b>						<b>\$ 46.33</b>
 <b>Task 3 - QA/QC</b>						
			0 x	\$ -	= \$	-
<hr/>						
<b>Task Total</b>						<b>\$ -</b>
 <b>Task 4 - Project Management</b>						
			0 x	\$ -	= \$	-
<hr/>						
<b>Task Total</b>						<b>\$ -</b>
<hr/>						
<b>GRAND TOTAL</b>						<b>\$ 120.98</b>

**HUFF & HUFF, INC.**  
**SUMMARY OF OUTSIDE DIRECT COSTS**

Project: EEI Kautz Trail Extension

					<u>OUTSIDE</u>
<b>Task 1 - Wetland/WOUS Delineation and Report</b>					
Federal Express	1 x	\$ 20.00	=	\$ 20.00	20.00
<hr/>	0 x	\$ -	=	\$ -	-
		<b>Task Total</b>		<b>\$</b>	<b>20.00</b>
 <b>Task 2 - PESA</b>					
Maps/Aerials	2 x	\$ 90.00	=	\$ 180.00	180.00
Federal Express	1 x	\$ 20.00	=	\$ 20.00	20.00
Records Search	1 x	\$ 250.00	=	\$ 250.00	250.00
<hr/>	0 x	\$ -	=	\$ -	-
		<b>Task Total</b>		<b>\$</b>	<b>450.00</b>
 <b>Task 3 - QA/QC</b>					
<hr/>	0 x	\$ -	=	\$ -	-
		<b>Task Total</b>		<b>\$</b>	<b>-</b>
 <b>Task 4 - Project Management</b>					
<hr/>	0 x	\$ -	=	\$ -	-
		<b>Task Total</b>		<b>\$</b>	<b>-</b>
<hr/> <b>GRAND TOTAL</b>					<b>\$ 470.00</b>



**HUFF & HUFF, INC.**  
**SUMMARY OF SERVICES BY OTHERS**

Project: EEI Kautz Trail Extension

OUTSIDE

<b>Task 1 - Wetland/WOUS Delineation and Report</b>		0 x	\$ -	=	\$ -
			Task Total		\$ -
<b>Task 2 - PESA</b>		0 x	\$ -	=	\$ -
			Task Total		\$ -
<b>Task 3 - QA/QC</b>		0 x	\$ -	=	\$ -
			Task Total		\$ -
<b>Task 4 - Project Management</b>		0 x	\$ -	=	\$ -
			Task Total		\$ -
			<b>GRAND TOTAL</b>		<b>\$ -</b>