



A Subsidiary of GZA



April 1, 2016

Mr. Kurtis Muth, P.E.
City of Aurora - Department of Engineering - 4th Floor
44 East Downer Place
Aurora, IL 60506

**Re: 2016-2017 Soil Management and CCDD Documentation Services - Aurora, Illinois
Master Service Agreement Proposal No. 81.PB00003.17**

Dear Mr. Muth:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this Master Service Agreement (MSA) proposal to the City of Aurora (Client) to complete soil management and CCDD documentation services for various projects during 2016 and 2017. Consultant understands that, consistent with the prior MSA, Client will provide Consultant with project information on a Task Order basis and Consultant will complete the soil management and CCDD documentation services necessary for final disposition determination.

This proposal presents our project approach, scope of services, unit costs for labor, laboratory analysis, drilling and traffic control subcontractors.

1. SCOPE OF SERVICES

The scope of services presented here is a general overview of how each Client assigned Task Order will proceed:

1. Client assigns Consultant individual projects on a Task Order basis and will provide to Consultant any applicable project information (requested completion schedule, Client account and project number, project limits, plan/profile sheets, anticipated volume of spoils, etc.);
2. Consultant tracks assigned Task Orders per historic documentation approach;
3. Consultant performs necessary due diligence including review of existing December 2015 City-wide database information to determine Potentially Impacted Properties (PIPs) associated with the specific project corridor, determine appropriate sampling protocol and anticipated approach (LPC-662 for non-PIP areas or LPC-663 for PIP areas);
4. Pre-mark proposed soil boring locations for JULIE call (call made by drilling contractor or Consultant if conducting hand-augers);
5. Coordinate schedule with Client, driller or field staff performing hand-augers;
6. Conduct sampling which may include use of GeoProbe drilling contractor (and traffic control services if necessary), hand-augers (shallow work less than 3- to 4-feet deep), or client provided test pits/open excavations.
7. Sampling for contaminants of concern (COCs) associated with the specifically identified PIPs, and submittal of samples for laboratory analysis;
8. Review of laboratory analytical results and comparison to the Maximum Allowable Concentration (MAC) values and request supplemental laboratory analysis as/if necessary for delineation purposes;

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9. Preparation of LPC-Form documentation (LPC-662, LPC-663, or combination thereof) appropriate for the specific project and/or portions of project area;
10. Submittal of LPC-663 (Consultant signed/stamped) or LPC-662 (Client signed) document for Client review and to pass along to Heartland Recycling for review and approval in conjunction with Client provided info (Contractor, estimate of volume and/or loads, and anticipated project schedule/duration), in turn Heartland will provide an approval and assign a project number for Client use on load tickets; and
11. Follow-up with Client and/or Heartland as necessary.

2. PROJECT COSTS

The estimated outside direct costs are presented below for reference. Total costs will be based on a Time and Materials basis, as necessary, by individual project-specific Task Orders, as initiated upon request by Client. It is the goal of Consultant to combine field efforts for multiple Task Orders, when possible to maximize our time and financial efficiency with respect to engaging field staff and subcontractors (driller and traffic control).

Outside Direct

- Daily Rate GeoProbe Driller \$2,000.00
- ½ Day Rate GeoProbe Driller \$1,000.00
- Daily Rate Traffic Control Services \$1,800.00

Drilling and traffic control service fees subject to change based on actual work performed. For instance if we coordinate with other field projects, the drilling rates will decrease. If significant movements and/or two-way traffic control is necessary, the rate may increase slightly.

Laboratory Analysis (each sample):

- VOCs (includes 5035 kit) \$ 152.00
- BTEX+MTBE (includes 5035 kit) \$ 82.00
- BTEX (includes 5035 kit) \$ 54.00
- SVOCs \$ 231.00
- PNAs \$ 116.00
- 8 RCRA metals (total analysis) \$ 98.00
- 8 RCRA metals (SPLP or TCLP Analysis) \$ 165.00
- Single metals (includes lab prep) \$ 35.00
- pH \$ 20.00
- MAC List Sample (for reference only, would not typically analyze for full list) \$1,320.00
- Subtitle D Sanitary Landfill Profiling Analysis (for reference only) \$1,540.00

Consultant Labor and in-House Direct

Please see the attached 2016 schedule of fees which documents the ranges for various staff and also the in-house direct fees. In addition, please see the attached rate sheet, (previously provided to Client for the RFQ submittal) which documents the staff anticipated to be engaged on this MSA contract and their actual direct salary rates. Please note, since the submittal of the RFQ rate sheet and approved IDOT overhead (148.80%), we have received a new IDOT overhead (171.26%), dated March 9, 2016.



Consultant proposes to undertake this MSA work on a Time & Materials basis, specific to projects upon direct request from Client with a Client-estimated ceiling for 2016-2017 of **\$100,000.00**. Consultant will track each Client requested project by assigning a specific task for each request. Consultant will invoice monthly for professional services and reimbursable expenses including back-up documentation and a monthly progress report by Task Order. Payment will be due Consultant thirty (30) days after receipt of Consultant's invoice.

3. LEVEL OF EFFORT AND SCHEDULE

Work under this MSA for specific Task Orders will commence upon receipt of individual Task Order authorization provided by Client. The schedule for completion of any specific Task Order will be dictated by the anticipated project schedule, and ideally Client will provide Consultant with a minimum of 6-weeks lead time for any specific request. However, we recognize that some Task Orders will required expedited schedules and consultant proposes to coordinate with Client on these scenarios to agree upon specific deliverable due dates. Consultant will make every reasonable effort to accommodate rush Task Order requests by Client.

4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

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City of Aurora:
Proposal No 81.PB00003.17:

Site: 2016-2017 Soil Management and CCDD Documentation Services - Aurora, IL

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with City of Aurora Corporation 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 45 days from invoice date. Overdue payments will bear interest at 1 percent per month. 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.



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, provided that such claims are not the result of, or arise from, negligence or willfull misconduct of H&H and/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.

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. The Parties agree to hold harmless, indemnify, and defend each other and their affiliates and subcontractors and their employees, officers, directors and agents 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 the Parties negligence or willful misconduct.

16. Limitation of Remedies.

- a. Any claim will be deemed waived unless received by H&H within two 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. 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. Miscellaneous.

- a. Illinois law shall govern this Agreement. Venue shall lie exclusively in the Circuit Court of Kane County, Illinois.
- 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 written 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
CITY OF AURORA

Signature

Signature

Linda L. Huff, P.E.

Typed Name

Typed Name

Principal

Officer's Title

Officer's Title

April 1, 2016

Date

Date