

November 17, 2025

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

**RE: Proposal for Leaking Underground Storage Tank Assessment Assistance
Aurora Central Garage
720 North Broadway
Aurora, Illinois 60505**

Dear Ian:

Fehr Graham is pleased to present this proposal for assessment and closure assistance for the underground storage tanks (USTs) at the Aurora Central Garage site, located at 720 North Broadway in Aurora, Illinois (herein referred to as the Site).

BACKGROUND

The Site currently has three (3) active USTs, including one (1) 20,000-gallon diesel UST and two (2) 20,000-gallon gasoline USTs. On November 20, 1995, GSC Environmental Laboratories, Inc. (GSC) notified the Illinois Emergency Management Agency (IEMA) of a diesel and gasoline release that occurred at the Site. The release was reported to have resulted from leaking piping at the fuel island associated with the UST system at a former fuel dispenser area to the east of the tanks. IEMA number 952369 was assigned to the release. A remedial excavation was completed as part of corrective action for the incident, and a No Further Remediation (NFR) letter was issued on October 4, 1996. The excavation occurred in the area of the former fuel island. The fuel island and dispensers were relocated approximately 30 feet north of the USTs.

The City of Aurora contracted Environmental Protection Industries (EPI) to complete a Phase II ESA to investigate potential subsurface environmental impacts resulting from historical operations and USTs at the Site. EPI's Phase II Subsurface Investigation report, dated November 26, 2024, details the field activities and findings of the investigation, which consisted of 25 soil borings, 1 temporary monitoring well, and laboratory analysis of 24 soil samples and 1 groundwater sample. Six (6) of these soil borings were advanced in the vicinity of the active USTs. The soil and groundwater samples were laboratory analyzed for targeted lists of constituents of concern (COCs) and identified the presence of select polynuclear aromatic hydrocarbons (PNAs) exceeding the Tier 1 remediation objectives (ROs), as established under Title 35 Illinois Administrative (35 IAC) Code 742, Tiered Approach to Corrective Action Objectives (TACO).

Fehr Graham understands that the City of Aurora will decommission all USTs and end City activities at the Site. The City is planning to pursue a comprehensive No Further Remediation (NFR) letter for the Site through the Illinois Environmental Protection Agency (Illinois EPA) Site Remediation Program (SRP) to encourage future redevelopment. Effective April 5, 2022, a site subject to State or federal Underground Storage Tank laws is not authorized to transfer to the Site Remediation Program (SRP), in compliance with Section 58.1(a)(2)(iii) of the Illinois Environmental Protection Act and 35 Ill. Adm. Code Section 740.105(a)(3). Therefore, the USTs must be closed through the Illinois

Leaking Underground Storage Tank (LUST) program by satisfying the requirements set forth in 35 Ill. Adm. Code Part 734. Based on documented contamination, Fehr Graham recommends that an incident be reported to the Illinois Emergency Management Agency (IEMA) and that the City pursue closure through the Illinois Leaking Underground Storage Tank (LUST) program pursuant to an Illinois EPA-issued No Further Remediation (NFR) designation. The following scope of work provides an outline for the recommended steps.

SCOPE OF WORK

The following scope of work is recommended in pursuit of closure and LUST Fund reimbursement:

- » Prior to proceeding with any LUST-led investigations and/or cleanup, Fehr Graham recommends that the USTs be emptied and OSFM be notified that the tanks are no longer in service. Additionally, the Illinois Emergency Management Agency (IEMA) should be notified that a release has occurred based on the subsurface investigation completed by Environmental Protection Industries (EPI) in November 2024.
- » Prepare and submit the Eligibility and Deductible Application online form with the Office of the Illinois State Fire Marshal (OSFM). The deductible is likely to be \$5,000. If deemed eligible and costs to close the incident were to exceed \$5,000, the City of Aurora could apply for cost reimbursement on eligible investigative and remedial activities.
- » Fehr Graham will interface with the IEPA project manager to determine appropriate steps forward with consideration for LUST Fund reimbursement and agency-issued closure. We will discuss the decommissioned status of the USTs and request removal be covered under LUST Fund reimbursement.
- » Per current Part 734 LUST Regulations - Section 734.310, Site Investigation Plans will be prepared and submitted to IEPA for review and approval. The Site investigation activities are anticipated to include the following:
 - ♦ On-Site Soil Evaluation: Soil borings will be advanced in accordance with sample requirements outlined in 35 Ill. Adm. Code 734.210(h) Early Action. This includes one (1) boring for each 20 feet of side length along each side of the cluster of multiple USTs, and two (2) borings, one (1) on each side of the piping, must be drilled for every 20 feet of UST piping. A total of 14 soil borings to up to 20 feet below ground surface (based on documented depth to bedrock and/or groundwater).
 - ♦ Soil Analyses: Laboratory analyses of up to 52 soil samples will include benzene, toluene, ethylbenzene, and xylenes (BTEX) and polynuclear aromatic hydrocarbons (PNAs), parameters commonly associated with a release from unleaded gasoline and diesel USTs.
 - ♦ Once the fieldwork is completed and analytical results become available, a 20-Day Report and 45-Day Report will be prepared for client review, detailing the remaining steps necessary to close the incident. An updated cost estimate and proposal will also be provided before moving forward with additional site investigation activities, on-site and off-site, if necessary.
 - ♦ No groundwater or soil vapor sampling is proposed at this time but may be proposed in a future submittal(s).

LUST FUND CLAIM AND REIMBURSEMENT

The LUST fund is administered through the OSFM and Illinois EPA. LUST fund eligibility and deductible determinations are performed by the OSFM. Once the deductible is met, the City of Aurora may submit a claim for the remaining eligible site investigation and remedial cost reimbursement. Fehr Graham will assist the City of Aurora with the preparation and submittal of the form for the fund eligibility election.

Per Section 734.625, types of costs that may be eligible for payment from the Fund include those for corrective action activities and for materials or services provided or performed in conjunction with corrective action activities.

Such activities and services may include, but are not limited to, reasonable costs for:

- 1) Engineer or geologist oversight services;
- 2) Remedial investigation and design;
- 3) Laboratory services necessary to determine site investigation and whether the established remediation objectives have been met;
- 4) The installation and operation of groundwater investigation and groundwater monitoring wells;
- 5) The removal, treatment, transportation, and disposal of soil contaminated by petroleum at levels in excess of the established remediation objectives;
- 6) The removal, treatment, transportation, and disposal of water contaminated by petroleum at levels in excess of the established remediation objectives;
- 7) The placement of clean backfill to grade and replace excavated soil contaminated by petroleum at levels in excess of the established remediation objectives;
- 8) Groundwater corrective action systems;
- 9) Alternative technology, including but not limited to feasibility studies approved by the Agency;
- 10) Recovery of free product exceeding one-eighth of an inch in depth as measured in a groundwater monitoring well, or present as a sheen on groundwater in the tank removal excavation or on surface water;
- 11) The removal and disposal of any UST if a release of petroleum from the UST was identified and IEMA was notified prior to its removal, with the exception of any UST deemed ineligible by the OSFM;
- 12) Costs incurred as a result of a release of petroleum because of vandalism, theft, or fraudulent activity by a party other than an owner or operator or agent of an owner or operator;
- 13) Engineer or geologist costs associated with seeking payment from the Fund, including but not limited to completion of an application for partial or final payment;

- 14) Costs associated with obtaining an Eligibility and Deductibility Determination from the OSFM or the Agency;
- 15) Costs for destruction and replacement of concrete, asphalt, or paving to the extent necessary to conduct corrective action if the concrete, asphalt, or paving was installed prior to the initiation of corrective action activities, the destruction and replacement has been certified as necessary to the performance of corrective action by a Licensed Professional Engineer, and the destruction and replacement and its costs are approved by the Agency in writing prior to the destruction and replacement. The destruction and replacement of concrete, asphalt, and paving must not be paid more than once. Costs associated with the replacement of concrete, asphalt, or paving must not be paid in excess of the cost to install, in the same area and to the same depth, the same material that was destroyed (e.g., replacing four inches of concrete with four inches of concrete);
- 16) The destruction or dismantling and reassembly of above-grade structures in response to a release of petroleum, if such activity has been certified as necessary to the performance of corrective action by a Licensed Professional Engineer and such activity and its costs are approved by the Agency in writing prior to the destruction or dismantling and re-assembly. Such costs must not be paid in excess of a total of \$10,000 per occurrence. For purposes of this subsection (a)(17), destruction, dismantling, or reassembly of above-grade structures does not include costs associated with the replacement of pumps, pump islands, buildings, wiring, lighting, bumpers, posts, or canopies;
- 17) Preparation of reports submitted pursuant to Section 734.210(h)(3), free product removal plans and associated budgets, free product removal reports, site investigation plans and associated budgets, site investigation completion reports, corrective action plans, and associated budgets, and corrective action completion reports;
- 18) Costs associated with the removal or abandonment of a potable water supply well, and replacement of the well or connection to a public water supply, whichever is less, if a Licensed Professional Engineer or Licensed Professional Geologist certifies that such activity is necessary to the performance of corrective action and that the property served by the well cannot receive an adequate supply of potable water from an existing source other than the removed or abandoned well, and the Agency approves such activity in writing. If the well being removed or abandoned is a public water supply well, the Licensed Professional Engineer or Licensed Professional Geologist is required to certify only that the removal or abandonment of the well is necessary to the performance of corrective action; and
- 19) Costs associated with the repair or replacement of potable water supply lines damaged to the point of requiring repair or replacement as a direct result of the release, if such activity is certified by a Licensed Professional Engineer or Licensed Professional Geologist as necessary for the protection of the potable water supply and approved by the Agency in writing.

It should be noted, reimbursement is subject to IEPA review and approval/rejection and not all costs are anticipated to be covered under LUST fund reimbursement. In addition, the period between LUST fund claim submittal and reimbursement is subject to IEPA review and processing. Reimbursement payments may take as long as 2 years.

EXCLUSIONS AND NON-SCOPE ITEMS

The following items are **not** included in the scope of services proposed above:

- » Groundwater and soil vapor evaluation are not included in this scope of work.
- » The completion of additional soil and groundwater assessment activities and related report submittals that may be required by the Illinois EPA if contamination is identified during completion of the aforementioned proposed scope of services and/or if supplemental assessment activities are directly requested by the Illinois EPA during the technical review.
- » Should additional soil or groundwater samples be deemed necessary during the field investigation, the fee for each additional sample will be invoiced at a rate of \$155 per sample.
- » Expedited laboratory analytical results. Standard turnaround time for laboratory analysis is 10-15 business days. If expedited analysis is requested by any party, additional rush surcharges will apply.
- » Restoration of paved or landscaped areas disturbed as a result of the proposed scope activities.
- » Repair or replacement of any field tiles or utilities not clearly identified and marked that may have been damaged during the investigation.
- » Remediation of contamination found to exist on-site.
- » Tank permitting, removal, cleaning, transport, and disposal are not included in Fehr Graham's scope of work. Fehr Graham will provide a separate proposal for assistance in preparing a UST removal bid package. In Illinois, a state-licensed contractor is required to permit, decommission, and remove USTs and associated piping. It is understood that the City of Aurora will lead and host the bidding process. Fehr Graham will provide bidding documents for UST removal activities. Once the bid has been awarded, Fehr Graham will coordinate with the licensed contractor to develop a schedule for permitted removal.
- » Transport and disposal of stockpiled soil as a result of "early action" excavation activity. Fehr Graham can provide a proposal for transport and disposal of stockpiled soil and assist with waste profiling; however, the costs of transport and disposal are not included in this proposal.

SCHEDULE

The following table identifies key milestones anticipated during the proposed project timeline:

Task	Anticipated Timeline for Completion*	Anticipated Duration
Interact with IEPA PM	Commenced within 10 days of authorization	20 days
OSFM Eligibility Application	Commenced within 10 days of authorization	
Site Investigation Plan	Commenced following interface with IEPA Project Manager	10 days
Agency Review Period	30-day review period from date of Agency receipt	30 days
Site Investigation	Commenced within 30 business days of agency approval	15 days
Laboratory Analysis	Results returned within 10 business days of sample collection	10 days
Report Submittal	Completed within 30 business days of receipt of analytical results	30 days
Agency Review Period	120-day review period from date of Agency receipt	120 days
	Total Project Completion Timeline	235 days

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

As more data and information are collected, it is possible that the IEPA will require additional site investigation and reporting beyond the scope described in this proposal. If additional work is required as a result of new findings, unexpected delays, and/or project limitations, a request will be made for authorization prior to commencement.

PROFESSIONAL FEES

The proposed scope of services is estimated at **\$32,500.00**, which will be invoiced monthly on a Time and Materials Basis. We understand payment will be made in accordance with Illinois Prompt Payment Act.

AUTHORIZATION

We appreciate the opportunity to provide the City of Aurora with this proposal. To authorize Fehr Graham to proceed with the proposed scope of work, please sign and return the enclosed Agreement for Professional Services. If you should have any questions, please do not hesitate to contact the office at 815.394.4700.

Sincerely,



Ross Grimes, PG
Senior Project Manager



David Hunter
Project Manager

TG/RG:

Attachment –
Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

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

Description of Services:

Leaking Underground Storage Tank Assessment Assistance
Aurora Central Garage
720 North Broadway
Aurora, Illinois 60505

Fehr Graham will provide professional services related to the assessment and closure assistance for the underground storage tanks (USTs) at the Aurora Central Garage site, located at 720 North Broadway in Aurora, Illinois, as detailed in our proposal letter dated November 17, 2025.

COST: You will be billed on a time-and-materials basis, as per the annually established fee schedule.

The estimated fee for performing the above services is estimated to be \$32,500.

Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed November 17, 2025

26-1183

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. The City will approve and pay approved portions of all invoices in accordance with the Local Government Prompt Payment Act ("the Act"). Interest and penalties on approved but unpaid portions shall accrue in the manner and to the extent provided in the Act.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made.
8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Consultant agrees to indemnify and hold the Customer harmless, including its respective officers, elected officials, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions. Neither by insurance nor indemnification does the City waive any privilege or immunity which may be available to it at law.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed Consultant's total fee for services rendered on this Project.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Kane County, Illinois.