



Alfred Benesch & Company
 1230 East Diehl Road, Suite 109
 Naperville, IL 60563
 www.benesch.com
 P 630-577-9100
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November 6, 2019

Mr. Tim Weidner, PE
 Engineering Coordinator
 City of Aurora, Department of Public Works / Engineering
 44 E. Downer Place
 Aurora, IL 60507-2067

Subject: City of Aurora – Rotary Pedestrian Bridge Removal and Walkway Reconstruction Final Plans

Dear Mr. Weidner:

Alfred Benesch & Company (Benesch) is pleased to submit this proposal to provide the City of Aurora (City) with design engineering services for the subject project. Attached you will find the Scope of Services and Fee Estimate (Attachment A) required to successfully complete this project. Your authorization to proceed with these services constitutes an acceptance of the Standard Terms and Conditions for Professional Services (Attachment B) which are incorporated and made a part of this agreement.

The inspections will be performed as detailed in Attachment A.

If this scope of work, schedule, cost and conditions are acceptable to the City of Aurora, please sign and return one copy for our records. If you have any questions or we can be of further assistance, please do not hesitate to call.

Very truly yours,

Elizabeth Gallagher, PE, SE
 Senior Vice President

City of Aurora

By

Title

Date

EG:mrbr

Attachment:

- Geotechnical Scope from Rubino Engineering, Inc.
- Environmental Scope from Huff & Huff, Inc.

Scope of Services and Assumptions

The following outlines the scope of work and assumptions:

1) Rotary Pedestrian Bridge Removal and Walkway Reconstruction Final Plans

a) Topographic Survey

The survey scope of this project is to conduct a field topographic survey, which includes collecting details on the existing pedway structure, the sidewalk and open space area surrounding the structure.

The area of the sidewalk and the westerly part of the parking lot to be surveyed will be 50 feet north and south of the existing structure. The survey will include breaklines and a 50 foot ground grid, visible utilities, and visible topographic features that can be located within the area described. The open greenspace area to the east of the bridge wall will not be included in this ground survey.

Drainage and sanitary structure invert measure downs will be noted when accessible. These measurements will be measured using “from the rim” means. It is not within the scope of this survey to enter into any confined space situations or to use other underground location technology, such as ground penetrating radar or robotic sewer crawls. There only a couple of structures of this type estimated to be in the area of interest.

The scope will include shots at the water elevation on each side of the bridge. If accessible, the top of the bank of the river will be collected, as well as the bottom of bank as can be reached from solid ground. The deck outline of the bridge will be collected. The breakline under the bridge may be very difficult to obtain shots and this information may not follow the 50 foot grid. If accessible, the outline of the abutment at the ground and at the top edge will be shot. The wingwalls and the backwall will also be located, where visible.

The survey field crews will use Leica GPS units with Kara ReIL-NET RTK network connections to set the initial horizontal control points. NAD83(2011) Illinois East State Plane Coordinates, survey foot, and grid distances will be used for this project. The City of Aurora benchmark nearest to the site is over 3000 feet away and a level run is not included as part of the scope of this survey. The NAVD 88 elevations obtained from the GPS system mentioned above will be the GPS quality elevations used in this survey. The field crew will then utilize a Leica Robotic Total Station, a two-person crew using a Leica Total Station and reflector, or a GPS RTK rover for the topographic data collection. The data will be reduced using standard IDOT field codes and Geopak SS4 civil seed files.

A right of way boundary survey is not included in the scope of this project. Staking/tying alignment points is also not included as part of this scope. It is not within the scope of this survey to complete river topography or cross sections.

b) Environmental Investigation

See attached Huff & Huff scope

c) Geotechnical Investigation and CCDD

See attached Rubino scope

d) Hydraulic Investigation

We have reviewed the current FEMA mapping for Fox River in the area as part of the preparation of this proposal. The 100-year Floodplain does not appear to have a “Flood Fringe”, which is the portion of a Floodplain that is outside of the Floodway. The Floodway is the moving part of the river, which is regulated by the Illinois Department of Natural Resources/Office of Water Resources. IDNR/OWR regulates only the Floodway, not the Flood Fringe. Since the site work planned will be no closer to the river than those existing retaining walls, it is assumed that there is no permit required from IDNR/OWR, so no floodway modeling is required for the project. Flood fringe is regulated by Kane County, who delegate that regulatory requirement to the local agency, which in this case is the City of Aurora. This regulation deals with compensatory excavation needed to offset any Floodplain fill associated with work in the city. We assume that the City has this delegation of authority.

The Floodplain map does give a high-water elevation of 635.0 for the Fox River at this location, and we currently assume that the top of the retaining walls and the majority of the project site is above that elevation. In the event that the detailed site survey finds that is not the case, we will notify the City and act accordingly.

In the event the site is below 635.0, there may be a very small amount of Floodplain fill associated with the project, depending upon the location of the retaining wall needed for the path. That fill is regulated by the City and we will notify the City if we find there is Floodplain fill for the project. Any fill would be immeasurable in terms of effecting the Fox River and should be waived at the City’s discretion.

e) Structural Design

The scope of work for structural services to be performed on this project includes the development of final plans, calculations, specifications and estimates in support of the removal of the existing Pedestrian Walkway Rotary Bridge and replacement with a new sidewalk on-grade behind a new retaining wall per the BCR recommendation.

It is assumed that up to nine (9) structural plan sheets will be required to address the scope of work proposed, including the following sheets:

- General plan and elevation of the proposed bridge replacement work
- General notes and structural quantities
- Bridge removal details
- Proposed retaining wall details (cross section, connection/closure details and non-aesthetic concrete facing details)
- Railing details
- Aesthetic details
- Boring Logs
- Two miscellaneous existing plans

Based on City preference and geotechnical results and recommendations, Benesch will evaluate up to three retaining wall types. Wall alignment will be based on the environmental findings. Design calculations will be developed for the proposed retaining wall. Design will be completed in accordance with the AASHTO LRFD Bridge Design Specifications, 8th Edition.

The scope of work for structural services assumes a prefabricated railing system will be utilized consistent with the adjacent riverwalk areas, with final railing design/detailing to be the responsibility of the fabricator. Benesch will review the shop drawings for the railings.

f) Civil Design

The civil engineering component of the project is generally limited to earthen fill behind the retaining wall needed for the new Pedestrian Walkway, as well as the geometry and materials needed to construct the walkway alongside the proposed retaining wall. At this time, we assume that only topsoil and turf will be placed beyond the path, though different ground cover may be desired by the City and adjoining property owners. We anticipate that will be determined in the early stages of the project, and that any landscaping will be designed at the direction of the city.

We will obtain utility atlases from the City and any private utilities that may be in the area, though none are anticipated at this time. Towards that end, we will contact the adjoining building owners, the local electric, communications and natural gas supply companies to verify that no utilities are located in the area of construction. Any structural work or fill placed should have no impact on any utilities found, which is currently our assumption in the fees proposed.

It is assumed that up to seven (7) civil plan sheets will be required to address the scope of work proposed, including the following sheets:

- Cover Sheet with Index and List of Standards
- General Notes, Geometric Ties and Summary of Quantities
- Typical Sections – Existing and Proposed
- Site Grading, Drainage, Landscaping and Utility Plan
- Erosion and Sediment Control
- MOT Sidewalk closure
- Cross-Sections

Also, it should be noted that we have assumed there is no lighting design included in the fees supplied.

g) Final Plans, Specification and Cost Estimates

90% project plans, specifications and cost estimates will be submitted to the City for review and comments. Benesch will dispose of any City review comments and thereafter complete a final set of project plans, specifications and cost estimates.

Project plans will include civil and structural drawings as discussed in the sections above.

Project specifications will be based on the IDOT Standard Specifications for Road and Bridge Construction (2016). Project-specific Special Provisions will be developed for work to be performed that is not covered within the IDOT Standard Specifications nor the IDOT Supplemental Specifications and Recurring Special Provisions (2019).

Cost estimates will be produced based on the project quantities computed at the 90% and final plan stages.

We are including eight (8) hours for Phase III construction RFI's.

The following services are not anticipated nor included in this proposal:

- Hydraulic Study
- Private utility locate
- Lighting
- In-person meetings and meeting minutes

2) Quality Control

- a) Benesch will adhere to their Quality Control Plan developed for IDOT project work.
- b) The Final Plans package will be reviewed for quality prior to submittal.

3) Administration and Coordination

- a) Coordination meetings and discussions will be held via conference call and e-mail as required.
- b) Normal accounting and reporting procedures will be conducted.

Schedule

Benesch can begin work on this project immediately upon NTP. We can submit the 90% plans in PDF format to the City within ten weeks of obtaining the geotechnical and environmental studies. Final plans will be submitted in PDF format within two weeks of receiving 90% plan comments from the City.

Fee Estimate

Benesch will perform the work outlined in this proposal using the Direct Labor Multiplier method of payment (2.85 Multiplier) for a not-to-exceed amount of **\$60,200** which includes in-house direct costs and subconsultant fees. Outside direct costs by Benesch (excluding subconsultant fees) are not anticipated nor included in this proposal. Additional services not outlined above or modifications to the agreement, including associated costs, shall be in writing and signed by both parties prior to beginning the work.

**City of Aurora
 Pedestrian Walkway Rotary Plaza Bridge
 Bridge Removal and Walkway Construction**

Phase II Proposal Fee Estimate

Tasks	#	Unit Hours	Total Hours
Review Existing Data	1	5.0	5.0
Survey	1	25.0	25.0
Structural Plans	1	172.0	172.0
Civil Plans	1	47.0	47.0
Review Geotechnical Memo	1	4.0	4.0
Review Environmental Memo	1	3.0	3.0
Utility Coordination	1	3.0	3.0
Special Provisions	1	16.0	16.0
Cost Estimate	1	16.0	16.0
Address Client Comments	1	8.0	8.0
Phase III Construction Administration and RFI's	1	8.0	8.0
Shop Drawing Review (Railings)	1	8.0	8.0
Administration, Coordination and QA		7.0%	22.0
Subtotal			337.0
Geotech	1	\$6,900.00	\$6,900.00
H&H	1	\$6,983.58	\$6,983.58
Vehicle Days	2	\$65.00	\$130.00
Field Expenses	1	\$20.00	\$20.00
Total Direct Cost			\$14,033.58

Total Fee including OH, Direct Cost and Inflation	\$60,200.00
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November 5, 2019

To: Mark R. Bendok, PE, SE |
Project Manager, Senior
Associate

Alfred Benesch & Company

P 312-565-0450 / Direct: 312-819-0243 | C
312-859-5265

Re: Proposal - Geotechnical Exploration
Proposed Retaining Wall
Aurora, Illinois

Proposal No. Q19.417g REV1

Via email: mbendok@benesch.com

Dear Mr. Bendok,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. This proposal has been revised to add CCDD scope items.

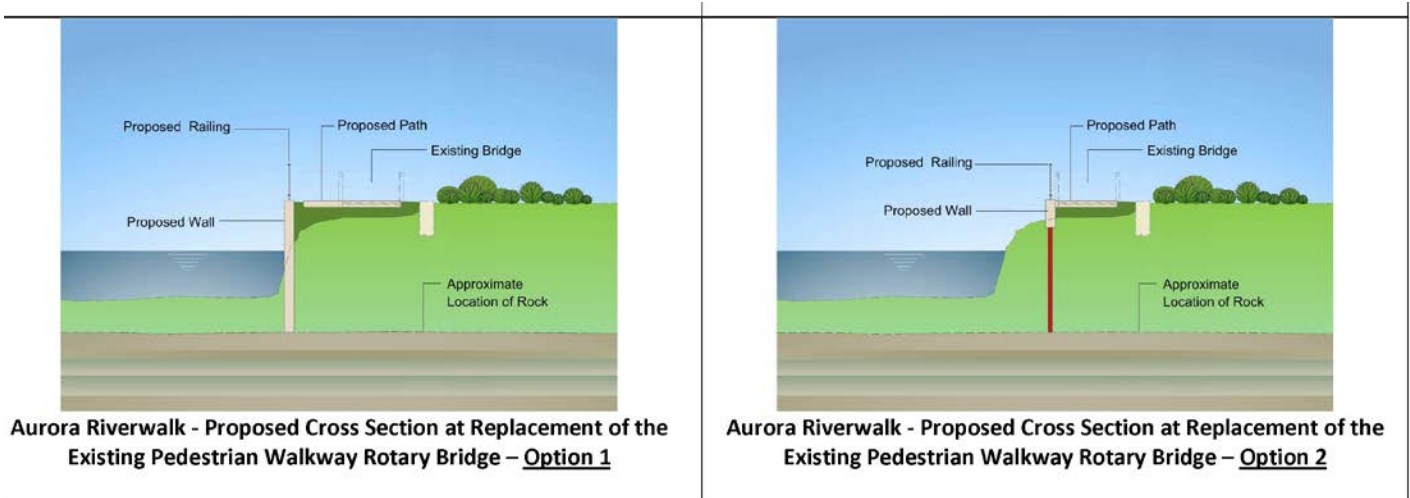
PROJECT UNDERSTANDING

Rubino understands that Alfred Benesch & Company is planning to design a new retaining wall to support a pedestrian walkway along the Fox River in Aurora, Illinois. The existing pedestrian walkway is a bridge that will be removed and replaced with a retaining wall structure. Rubino understands that borings are needed on either side of the retaining wall length in order to provide confirm the depth to bedrock and provide geotechnical recommendations for foundation design. Bedrock is anticipated to be encountered within the upper 20 feet.

Information received:

- RFP Email from Mark Bendok of Alfred Benesch & Company on 9/30/19.
- Drawings provided in RFP Email:





Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

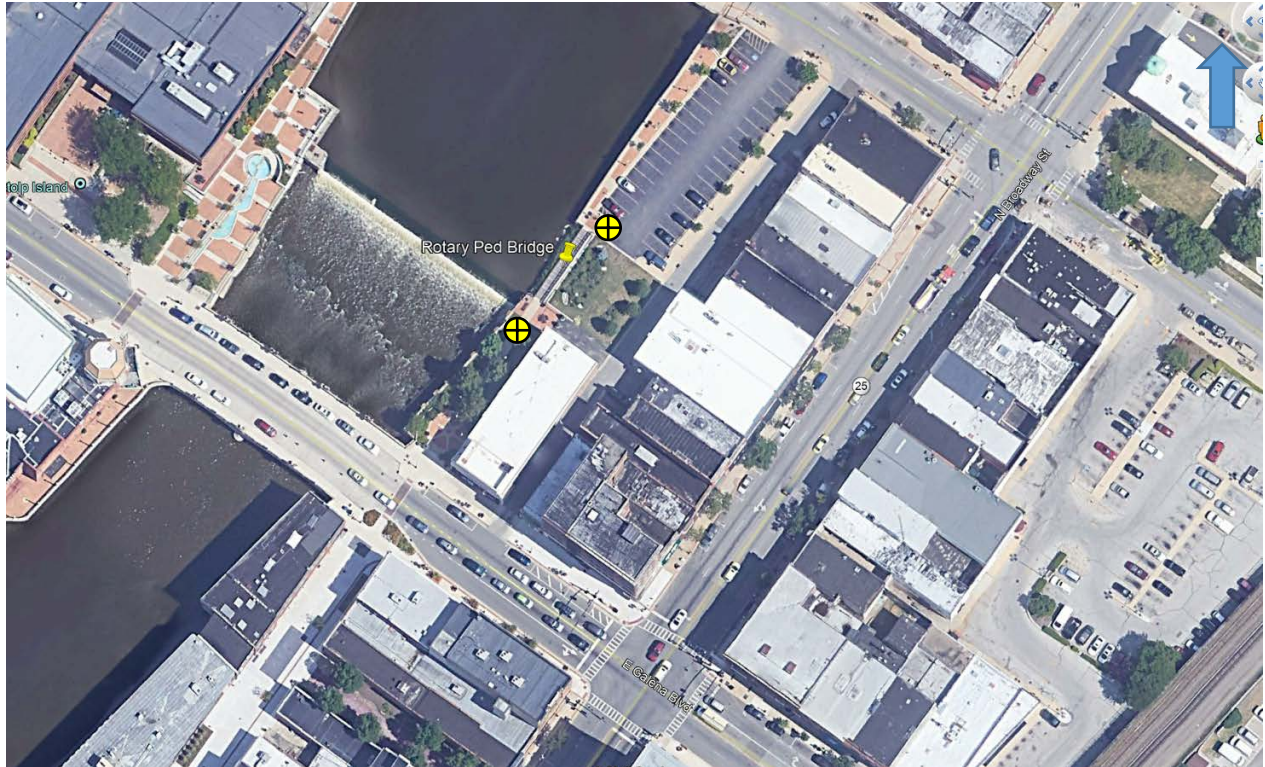
Site Access and Traffic Control

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic control will consist of cones and approach signage. Flaggers are not anticipated for this project but can be provided for an additional fee.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas, Rubino proposes to drill soil borings as specified below.

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION
2	30	As shown above.
	Intent to tag rock	Plywood to be used to mitigate damage to sidewalk / path.

*BEG = below existing grade, or to auger and spoon refusal, whichever is greater.

SPT - Soil Sampling - IDOT

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of 30 feet and 5 - foot intervals thereafter, if required to reach apparent refusal.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material / asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils’ index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATE D QUANTITY	SAMPLE TYPE
Atterberg Limits	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	20	Shelby Tube, Cohesive Samples
Organic Content	2	Split spoon, bulk, or Shelby Tube

CCDD Testing – LPC 662 or 663

Rubino will obtain a “Potential Impacted Property” (PIP) evaluation of the area near the proposed bridge replacement / retaining wall improvements.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

If the PIP evaluation indicates further testing is needed for form LPC-663, Rubino will perform PID testing on the soil samples and soil analytical testing in general compliance with the IEPA CCDD requirements. Laboratory testing will be at the discretion of the environmental professional based on knowledge of the location of the borings.

LPC 662 Testing Scope	LPC 663 Testing Scope
<ul style="list-style-type: none"> • PIP Evaluation (Historical & Regulatory) • Soil Analytical Tests: <ul style="list-style-type: none"> ○ pH • P.E. Certification (LPC #662) 	<ul style="list-style-type: none"> • PIP Evaluation (Historical & Regulatory) • Soil Analytical Tests (2 estimated): <ul style="list-style-type: none"> ○ Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) Metals, pH ○ TCLP / SPLP RCRA Metal (only if necessary) • P.E. / P.G. Review & Certification (LPC #663)

If the analytical testing indicates the soils are contaminated, additional testing and an additional disposal source may be necessary (Composite Non-Hazardous Non-Special Waste Analytical for landfill disposal if necessary).

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*
 - *Subgrade preparation, stability, and fill recommendations*
 - *Foundations, including suitable foundation type(s), allowable bearing pressure(s), and estimated settlement*
 - *Lateral Earth Pressures for Retaining Wall Design*
 - *Global Stability Analysis – 1 Profile*
 - *Seismic design site classification parameters*
- *Construction considerations, including temporary excavation and construction control of water*
- *LPC-662 / LPC-663 CCDD Certification, as applicable*

An electronic copy of the report will be provided. The report will be addressed to Alfred Benesch & Company

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10
Field work including site layout and drilling	5
Laboratory Testing	10
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

SPECIAL INSTRUCTIONS

Rubino will coordinate contacting the Utility “One-Call” for public utility clearance prior to the start of drilling activities. It is Rubino’s experience that this service does not mark the locations of

privately owned utilities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 500.00	Total
	Drill Rig Mobilization	\$ 500.00	Lump sum
	Drilling and Sampling as described above	\$ 1,900.00	Lump sum
Geo Lab	Geotechnical Lab Tests as described above	\$ 200.00	Total
Geo Reporting	Preparation of the Geotechnical Report	\$ 1,500.00	Total
CCDD 663 Lab	Soil Analytical testing for form 663 (\$550 each):	\$ 1,100.00	Total
CCDD 663 Rpt	PIP Evaluation, pH, and LPC 663 Report:	\$ 1,200.00	Lump sum
		\$ 6,900.00	Grand Total

Extras:

Rock Coring	<i>Subcontract Driller to perform geotechnical drilling and NX Rock Coring Confirmation at both locations</i>	\$3,500.00	Extra
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Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

MAL/file

Attachments: Proposal Acceptance and Data Sheet
Schedule of Services and Fees
General Conditions

**This is an electronic copy. Hard Copies of this proposal are available upon request.

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 201__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ **Email:** _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2019 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	550.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range	Easy Drilling*	Hard Drilling**
Feet		
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

* Less than 50 blows per foot or a Qp of 4 tsf

** 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling (difficult or unusual conditions, hard material, boulders, rubble, etc.)	Per Hour	\$	275.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

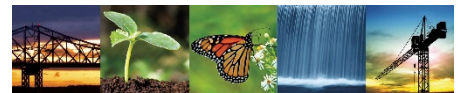
Moisture Content Test / Visual Classification	Each	\$	6.00
Atterberg Limits Determination (LL, PL)	Each	\$	85.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	55.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (wet combustion)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	215.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,000.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter. Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 3) All rates are billed on a portal-to-portal basis.
- 4) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 5) Transportation and per diem are charged at the applicable rates.
- 6) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 7) A minimum charge of 4 hours applies to field testing and observation services. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 8) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 9) The minimum billing increment for time is a half hour.
- 10) A project set-up charge of a minimum of two hours applies to all projects.
- 11) Professional services rates are exclusive of expert deposition or testimony time.
- 12) Drilling and field service rates are based on OSHA Level D personnel protection.
- 13) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 14) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 15) Services and fees not listed on this schedule may be quoted on request.
- 16)
- 17)



A Subsidiary of GZA



October 7, 2019

Mr. William L. Schmanski, P.E.
Project Manager II
Alfred Benesch & Company
35 W. Wacker Drive, Suite 3300
Chicago, IL 60601

Re: **Wetland and Waterway Permitting Services
Fox River Retaining Wall
Aurora, Kane County, Illinois
81.PW00023.20**

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

Dear Mr. Schmanski:

Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. is pleased to submit this proposal to Alfred Benesch & Company (Client) to conduct wetland and waterway permitting services for the proposed retaining wall along the east bank of the Fox River in the City of Aurora, Kane County, IL. Client has requested completion of environmental services required to obtain a Clean Water Act (CWA) Section 404 permit from the U.S. Army Corps of Engineers (USACE), including a wetland and waterway delineation and threatened and endangered species coordination. This proposal presents our project understanding, the scope of services, and cost for completing the project.

1. PROJECT UNDERSTANDING

The City of Aurora is proposing the addition of approximately 60 feet of retaining wall along the east bank of the Fox River immediately upstream of the existing dam. The proposed retaining wall is needed to protect a collapsed pedestrian bridge that will be repaired. Client has indicated the proposed retaining wall and required construction footprint will be located adjacent to and above the Ordinary High Water Mark (OHWM) of the Fox River and therefore, a CWA Section 404 permit from the USACE will not be required. GZA recommends obtaining a Letter of No Objection (LONO) from the USACE. As the project includes work within or immediately adjacent to a navigable stream, it is anticipated the USACE will require a wetland and waterway delineation be conducted. The wetland and waterway delineation will be prepared to provide the USACE with necessary information to issue a permit for the proposed retaining wall.

In preparing this proposal, H&H has made the following assumptions:

1. Wetland delineations will be conducted in accordance with the April 1, 2017, *USACE Chicago District Regional Permit Program (RPP)*; the online codified edition of the Kane County *Stormwater Management Ordinance (Ordinance)*; and the online codified edition of The City of Aurora *Stormwater Ordinance (Aurora Stormwater Ordinance)*;

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



2. The growing season in Kane County for conducting wetland delineations as defined by the USACE is April 13th through October 20th. Generally, the USACE allows waterway delineations to be conducted any time of year absent snow and ice cover. This scope of services assumes no wetlands are present and the waterway delineation will be conducted prior to snow or ice cover;
3. The proposed retaining wall, including construction of the retaining wall, will not be located within or below the OHWM and a CWA Section 404 permit will not be required;
4. Neither a CWA Section 404 Regional Permit nor an Individual Permit will not be required;
5. A Kane/DuPage County Soil and Water Conservation District (SWCD) approval for erosion and sedimentation control measures will not be required;
6. Proposed fill within wetland and/or waterways is less than 0.1 acres;
7. Wetland mitigation coordination and design are not anticipated and are not included in this proposal;
8. No threatened, endangered, or candidate species or suitable habitat is present;
9. No biological surveys, including surveys for threatened, endangered, or candidate species will be required;
10. Biological surveys are not included in this proposal; and
11. The proposed Project is not a state funded or state pass-through funded project that must comply with the Illinois Interagency Wetland Policy Act of 1989 (IWPA).

2. SCOPE OF SERVICES

Client has requested completion of environmental services required to obtain a CWA Section 404 permit from the USACE, including a wetland and waterway delineation and threatened and endangered species coordination.

Task 1: Wetland and Waterway Delineation

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 sources to be reviewed and used include:

- Aerial Photographs;
- U.S. Geological Survey (USGS), Topographic Map;
- Natural Resources Conservation Service (NRCS), Soil Survey of Kane County;
- NRCS, Hydric Soils of the United States;
- U.S. Fish and Wildlife Service (FWS), National Wetlands Inventory (NWI) Maps;
- Kane County Advanced Identification (ADID) Maps;
- Kane County Fen Watershed Maps;
- Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM); and
- USGS, Hydrologic Atlas.

B. On-Site Investigation (Field Inventory)

Proposed services include the identification and delineation of wetlands, waterways, and buffers, and the determination of USACE High Quality Aquatic Resources (HQAR). Wetland delineation field investigation activities include on-site testing



for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Functions of wetlands based on field observations will also be evaluated during the on-site investigation. GZA proposes to survey the wetland and waterway limits using a sub-meter Global Positioning System (GPS) unit.

C. Wetland and Waterway Delineation Report

A delineation letter report will be prepared summarizing the findings of the fieldwork. This report will be submitted to the Client as a PDF only. The shapefiles of the wetland and waterway boundaries as surveyed in the field will also be supplied to the Client via email. Based on available mapping, waterways are present, and this report will be needed. Specific items to be included are as follows:

- a) Map showing the wetland/waterway boundaries and project boundaries
- b) Aerial Photo with the appropriate limits of delineated wetlands and/or waterways
- c) USACE data sheets with color photos of the wetlands and the data points
- d) Written description of wetland functional classification
- e) Permitting summary
- f) Mitigation requirements and options, if necessary

All wetland and waterway boundaries will be located using GPS. The waterway and wetland boundary map will be derived from the GPS survey of these features. A Shapefile, Microstation, and/or AutoCAD file for the surveyed areas will be included with the wetland and waterway delineation report.

Task 2: Threatened and Endangered Species Review

H&H will conduct a review of the project area for state and federally listed threatened and endangered species. Coordination with the FWS for endangered species review is completed by the applicant (in this case the Client). H&H will conduct a project assessment to determine if impacts to federally listed species will occur. To conduct this review, H&H will conduct the FWS Section 7 Consultation and document all findings.

H&H will initiate coordination with the Illinois Department of Natural Resources (IDNR) through the submittal of the Ecological Compliance Assessment Tool (EcoCAT), requesting information on project state threatened or endangered species. This proposal includes the \$127.50 fee associated with the EcoCAT submittal. This scope does not include special surveys for threatened or endangered species as these typically require significant efforts in site investigations.

Task 3: USACE, Kane County, and City of Aurora Permitting

It is anticipated that the proposed Project or construction of the proposed project will not impact wetlands and/or waterways. H&H will submit a LONO to the USACE. The LONO will be used for the Kane County and City of Aurora Ordinance submittals to show the proposed project is not in violation of the CWA. The following information is necessary in order to submit a LONO request:

- A cover letter describing the proposed project;
- A property location map;
- A copy of the plat of survey with the proposed location of any existing and new infrastructure;
- A grading plan; and
- Wetland delineation.



Client will provide the plat of survey and grading plan for the LONO submittal.

Kane County regulates isolated wetlands and isolated waters, as well as many buffers, in Kane County that are not regulated by the USACE. Waterway buffers are potentially present within the proposed project. The City of Aurora is a Certified Community under the Ordinance and wetland permitting is most often coordinated through Certified Communities. It is anticipated that all wetland permitting required by the Ordinance will be coordinated with the City of Aurora, through Client. H&H will assist Client with the wetland and buffer sections of the permit. Any permitting fees associated with the Kane County permitting are not included in this proposal.

Task 4 - Quality Assurance/Quality Control (QA/QC)

Time under this task includes QA/QC time for the wetland delineation report and biological clearances and PESA as described above.



3. LEVEL OF EFFORT, COST, AND SCHEDULE

The level of effort and project cost is provided in the CECS Form attached to this proposal. Costs will be invoiced as a cost plus fixed fee. The delineation activities will begin within two weeks of receiving the notice to proceed depending on weather conditions. The wetland delineation report will be completed within five weeks of the completion of the fieldwork. The pre-application meeting with the USACE will be requested within one week of receiving a minimum of 30% engineering plans. If an expedited schedule is necessary, GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

4. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Alfred Benesch & Company. Alfred Benesch & Company acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue. We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,
Huff & Huff, Inc.

Jim Novak
Associate Principal

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of _____.

By: _____

Title: _____

Printed/Typed Name: _____

Date: _____

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in ".pdf" format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or ".pdf" signature were an original thereof.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2016 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with H&H's Proposal, make up the Agreement between H&H and you, Client, named in the attached proposal.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.

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 20 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. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
 - b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
 - c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
 - d. 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.



- e. 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.
- f. 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.



Payroll Escalation Table
Fixed Raises
New Formula

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT Alfred Benesch & Company

DATE 10/7/2019
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 11/1/2019
RAISE DATE 3/1/2020

OVERHEAD RATE 174.01%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2019 - 3/1/2020

3/2/2020 - 11/1/2020

4
12

8
12

= 33.33%
= 1.0200

68.67%

The total escalation for this project would be:

2.00%



Payroll Rates

FIRM NAME Huff & Huff, Inc. DATE 10/7/2019
 PRIME/SUPPLEMENT Alfred Benesch & Company
 PTB NO. _____
 ESCALATION FACTOR 2.00%

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$62.63	\$63.88
Senior Consultant	\$69.44	\$70.00
Senior Project Manager III	\$60.73	\$61.94
Senior Project Manager II	\$46.64	\$47.57
Senior Project Manager I	\$45.12	\$46.02
Senior Landscape Architect	\$52.74	\$53.79
Senior Planning PM	\$51.48	\$52.51
Senior Geologist PM	\$47.33	\$48.28
Senior Technical Specialist	\$46.14	\$47.06
Senior Scientist PM II	\$48.58	\$49.55
Senior Scientist PM I	\$45.62	\$46.53
Senior Technical Scientist	\$44.24	\$45.12
Technical Graphics Technician	\$23.34	\$23.81
Scientist PM II	\$43.85	\$44.73
Engineer PM I	\$38.50	\$39.27
Assistant PM Engineer I	\$35.13	\$35.83
Engineer I	\$36.06	\$36.78
Assistant PM Scientist	\$31.50	\$32.13
Scientist E2	\$24.73	\$25.22
Administrative Managers	\$42.04	\$42.88
Senior Administrative Assistant	\$29.53	\$30.12
		\$0.00
		\$0.00
		\$0.00
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**Cost Estimate
Consultant Se**
(Direct Labor Multiple)

Firm Huff & Huff, Inc.
 Route Fox River Retaining Wall
 Section _____
 County Kane
 Job No. _____
 PTB & Item _____

Date 10/7/2019
 Overhead Rate 174.01%
 Complexity Factor 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	(2.85+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
	Wetland and Waterway Delineatio	32	1,122.24	3,198.40	37.80	0.00		3,236.20	46.34%
	Threatened and Endangered Spec	8	285.84	814.66	130.00	0.00		944.66	13.53%
	USACE, Kane County, and City of	12	443.17	1,263.03	0.00	0.00		1,263.03	18.09%
	Quality Assurance/Quality Control	9	540.24	1,539.69	0.00	0.00		1,539.69	22.05%
	TOTALS	61	2,391.50	6,815.78	167.80	0.00	0.00	6,983.58	100.00%

DBE 0.00%

Average Hourly Project Rates

Route Fox River Retaining Wall
 Section _____
 County Kane
 Job No. _____
 PTB/Item _____

Consultant Huff & Huff, Inc.

Date #####

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Wetland and Waterway Delineation			Threatened and Endangered Species			USACE, Kane County, and City			Quality Assurance/Quality Control					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	\$70.00	0																	
Associate Principal II	\$70.00	0																	
Associate Principal I	\$63.88	7	11.48%	7.33									7	77.78%	49.69				
Senior Consultant	\$70.00	0																	
Senior Project Manager III	\$61.94	0																	
Senior Project Manager II	\$47.57	0																	
Senior Project Manager I	\$46.02	0																	
Senior Landscape Architect	\$53.79	0																	
Senior Planning PM	\$52.51	0																	
Senior Geologist PM	\$48.28	0																	
Senior Technical Specialist	\$47.06	0																	
Senior Scientist PM II	\$49.55	0																	
Senior Scientist PM I	\$46.53	18	29.51%	13.73	10	31.25%	14.54	2	25.00%	11.63	4	33.33%	15.51	2	22.22%	10.34			
Senior Technical Scientist	\$45.12	0																	
Technical Graphics Technician	\$23.81	6	9.84%	2.34	6	18.75%	4.46												
Scientist PM II	\$44.73	0																	
Engineer PM I	\$39.27	0																	
Assistant PM Engineer I	\$35.83	0																	
Engineer I	\$36.78	0																	
Assistant PM Scientist	\$32.13	30	49.18%	15.80	16	50.00%	16.07	6	75.00%	24.10	8	66.67%	21.42						
Scientist E2	\$25.22	0																	
Administrative Managers	\$42.88	0																	
Senior Administrative Assistar	\$30.12	0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
		0																	
TOTALS		61	100%	\$39.20	32	100%	\$35.07	8	100%	\$35.73	12	100%	\$36.93	9	100%	\$60.03	0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: Fox River Retaining Wall

					<u>DIRECT</u>
<i>1-Wetland and Waterway Delineation</i>					
Trips - Company	60 miles	x	1 x	\$ 0.58	= \$ 34.80
Tolls	ea	x	1 x	\$ 3.00	= \$ 3.00
<hr/>			0 x	\$ -	= \$ -
Task Total					\$ 37.80
<i>2 - Threatened and Endangered Species Review</i>					
EcoCAT			1 x	\$ 130.00	= \$ 130.00
Task Total					\$ 130.00
<i>3 - USACE, Kane County, and City of Aurora Permitting</i>					
<hr/>			0 x	\$ -	= \$ -
Task Total					\$ -
GRAND TOTAL					\$ 167.80



ATTACHMENT B - STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant 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. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.