



CB&I
1607 East Main Street
St. Charles, Illinois 60174
630 762-1400
FAX 630 762-1402

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June 24, 2015

City of Aurora
44 East Downer Place
Aurora, Illinois 60507

Attn: Ms. Alayne M. Weingartz
City of Aurora Corporation Counsel

**RE: Proposal for Limited Phase II Environmental Site Assessment Services at
River's Edge Park Expansion Parcels (310 & 330 N. Broadway Avenue),
Aurora, Illinois**

Dear Ms. Weingartz:

CB&I Environmental and Infrastructure, Inc. (CB&I) is pleased to submit this proposal to provide Phase II Environmental Site Assessment (ESA) services to the City of Aurora (COA) in support of the planned environmental remediation and redevelopment of the *Former Aurora Excelsior Manufactured Gas Plant (MGP) Site "A"* (330 N. Broadway Ave.) and the former *Randy's Auto Repair* (310 N. Broadway Ave.). Both properties directly adjoin the existing River's Edge Park, in Aurora, Illinois, and are within the geographic limits of the proposed park expansion area.

CB&I understands that the COA has recently acquired the subject properties and above grade demolition of existing building structures has been completed. As part of the anticipated planning for Site redevelopments, the COA will be required to negotiate a *Remediation Site Access Agreement (RSAA)* with Commonwealth Edison Company (ComEd), the responsible party for required environmental remediation of the former *MGP Site "A"* property.

BACKGROUND INFORMATION

At the request of the City of Aurora, CB&I previously reviewed a *Supplemental Site Investigation Work Plan (SSIWP)*, dated April 13, 2015, and prepared by Arcadis on behalf of ComEd concerning the former *Excelsior Manufactured Gas Plant (MGP) Site A*.

In addition, CB&I completed a brief review of available Phase I Environmental Site Assessment (ESA) reports associated with the 310 N. Broadway Avenue property (McCoy Engineering, PC, 1994), and a surrounding area River Edge Park Redevelopment Phase I ESA (Shaw 2009), to develop the scope of the proposed Phase II ESA services. Based on

the review of the above referenced Phase I ESAs *recognized environmental conditions* were characterized which included the following:

310 N. Broadway Avenue Property

Former Randy's Auto Repair operations included use of petroleum products, hydraulic lift(s) and associated hydraulic tank(s), and was listed on an environmental database as a *Resource, Conservation and Recovery Act (RCRA)* hazardous waste generator for Waste Codes: *D000 – Not Defined Waste, D001 - Ignitable Waste, D008 –Lead Waste, D018 – Benzene Waste, and D039- Tetrachloroethylene Waste*. Other historical Site uses of concern were identified which included an auto repair and service operation, north of the existing structure (former 326 N. Broadway).

330 N. Broadway Avenue Property

Former Gary Gooding commercial office operations Site was identified as the location of the former *Excelsior MGP* site, in addition to other historical uses of concern including an auto services business (former 342 N. Broadway) partially located within the northern quarter of the Site.

CB&I's principal rationale for the recommended Phase II assessment can be summarized as follows:

- The potential exists for MGP "source" materials and/or other MGP related contamination impacts to extend beyond the existing southern and northern boundaries of the MGP "Site A" boundary, as defined by ComEd.
- The ComEd *Site A* remediation boundaries are geographically situated with the City of Aurora's proposed River's Edge Park expansion redevelopment boundaries. Any MGP related impacts which encroach upon the City of Aurora's park expansion areas will need to be characterized and potentially addressed by ComEd. This existing data gap should be further assessed in order for the City to make informed decisions on whether the existing *MGP Site A* remediation boundaries need to be appropriately revised, and to allow the City to develop and approve an appropriate remediation stage Site Access Agreement with ComEd.
- The potential exists for contaminant impacts from the former Randy's Auto Repair operations and other historical auto service operations conducted at both the 310 and 330 N. Broadway Avenue land parcels.

LIMITED PHASE II ESA WORK SCOPE

Subsurface Investigation Activities

To facilitate the collection of environmental Site data to evaluate potential environmental impacts from the former Site uses identified as RECs, CB&I proposes a "limited scope" assessment including the advancement of eighteen (18) soil borings with three (3) boring locations to be converted to 2-inch temporary monitoring wells. **Figure 1** provides a map of the Site investigation areas indicating 1) the locations of currently proposed ComEd investigation soil borings, monitoring wells and test trenches associated with the former MGP Site "A" boundary and 2) the proposed CB&I soil boring and monitoring well locations.

An Air-Knife will be utilized to initially advance the proposed soil borings to a depth of 5-feet below ground surface (bgs). A truck-mounted GeoProbe™ unit and Macro Core™ Sampler will be used to continue the advancement of the soil borings. Prior to initiating any field activities, CB&I will prepare and implement a Site-specific Health and Safety Plan (HSP) in accordance with the *Occupational Safety and Health Administration (OSHA) Standard Hazardous Waste Operations and Emergency Response Guidelines, 29 CFR 1910.120*. All CB&I personnel and sub-contractors associated with the project will review, sign, and comply with the HSP at all times while on-Site.

CB&I will also contact JULIE, a public utility locator service, and consult with the COAs representative to locate public and private underground utilities at the Sites which may interfere with the planned intrusive drilling operations. It is anticipated that a third-party utility locating service will also be required.

The soil borings will be continuously sampled every 24-inch interval, to a maximum depth of 16 feet bgs. A CB&I environmental scientist will be on-site to oversee all drilling operations. The scientist will be responsible for characterizing the soils encountered, preserving representative samples, and maintaining Daily Field Reports. Soil samples will be logged on standardized forms in accordance with the *Unified Soil Classification System, ASTM D 2487*.

Prior to use at the Sites and between sampling locations, all down hole drilling and sampling equipment will be decontaminated. The purpose of decontamination is to prevent potential cross-contamination between sampling locations and sample intervals. Decontamination will consist of washing the equipment with a scrub brush in a solution of potable water and a non-phosphate detergent. Washed equipment will be double-rinsed with distilled water and allowed to air-dry between uses.

The CB&I field scientist will use a photo-ionization detector (PID) equipped with a "standard" ionizing energy lamp (i.e. use of a 9.6 electron-volt ultra-violet lamp) to screen the soil samples as they are collected. The PID is a non-specific trace gas analyzer capable of detecting Volatile Organic Compound emissions in parts per million concentrations. The PID will be calibrated daily in accordance with the manufacturer's specifications. The PID screening results will be

noted on the Soil Boring Logs, and will be used by CB&I to assist in the selection of samples to be submitted to the contract environmental laboratory for chemical analysis. In general, the samples exhibiting the highest PID screening results will be selected.

With the exception of soil samples to be preserved for chemical analysis of Volatile Organic Compounds, representative soil samples be preserved in the field, in appropriate-sized, sterile glass containers with twist-on, Teflon-lined lids, as supplied by the contract environmental laboratory. Samples to be submitted for analysis of Volatile Organic Compounds will be preserved in the field in accordance with *SW-846 Method 5035*, using samplers and material as supplied by the contract environmental laboratory.

Typically, a minimum of three (3) soil samples from each boring location will be collected and preserved for later chemical analysis. The first sample will be obtained between depths of 1 foot to 3 feet below the ground surface. The second sample at each boring location will be obtained from between a depth of 3 feet and 10 feet below ground surface, and the third sample will be collected from a depth just above where saturated conditions or bedrock materials are encountered. In general, the second and third samples will be selected based on field PID screening results or visual or olfactory evidence of impact.

Immediately after filling, labeling and sealing the sample containers, the containers will be placed into a cooler on ice, for the duration of the daily field activities. The samples will be transported to the contract laboratory, under standard chain-of-custody procedures, and transferred to the lab for chemical analyses at the earliest opportunity.

Groundwater Investigation Activities

To facilitate the collection of Site groundwater data, CB&I proposes a *"limited scope"* assessment including the collection of three (3) groundwater samples from the proposed monitoring wells and the completion of hydraulic conductivity testing (i.e. slug-tests) at all four (3) proposed well points.

At each proposed monitoring well point, a 2-inch flush-mounted, PVC well will be installed. The wells will be constructed with schedule 40 PVC well risers and 10-foot PVC well screens. Upon well construction, each well point will be developed and purged to ensure proper well screen function and formation water sampling. Following the well development activities, CB&I will collect representative groundwater samples from each well utilizing low-flow sampling methodologies. Each well point will also be field surveyed with a laser-level to obtain depth-to-water measurements and evaluate the Site groundwater flow direction.

Laboratory Analysis Plan

The soil and groundwater samples collected for further laboratory analysis shall be tested for the comprehensive *Target Compound List (TCL)* of potential contaminants of concern as listed in *Appendix A* of Title 35 of the Illinois Administrative Code (IAC), Part 740 regulations as follows:

- Volatile Organic Compounds (VOCs)
- Semi-Volatile Organic Compounds (SVOCs)
- Pesticides and Poly-Chlorinated Biphenyl's (PCBs)
- Total Metals (23 Metals List) & Cyanide
- pH

Based on laboratory testing results, CB&I may also request further soil sample analyses including; Total Petroleum Hydrocarbon (TPH), Toxicity Characteristic Leaching Procedure (TCLP) and/or Synthetic Precipitate Leaching Procedure (SPLP) metals analyses, and/or other testing as appropriate (i.e. request analysis of samples collected but held for analysis pending initial sample interval results, etc.).

Approximately 10% of all soil and groundwater samples collected for VOCs will be split and submitted for field method and data Quality Assurance/Quality Control (QA/QC) purposes.

CB&I proposes to retain TestAmerica, Inc., as the contract environmental laboratory for this project. TestAmerica is an Illinois Environmental Protection Agency (IEPA) Accredited Environmental Laboratory, in accordance with Title 35 of the Illinois Administrative Code, Part 186, *Accreditation of Laboratories for Drinking Water, Wastewater and Hazardous Waste Analysis*. Laboratory analysis of the soil and groundwater samples will be performed in accordance with methodologies specified in the latest edition of USEPA Publication Number SW-846, *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*.

Subsurface Soil & Groundwater Data Evaluation

Soil and groundwater sample chemical analytical results will be evaluated by the CB&I project manager to determine if environmental impacts are present at the Site. The analytical results will be summarized in tabular formats, and compared directly to the Tier 1 Residential Soil Remediation Objectives (SROs) and Class I Groundwater Remediation Objectives (GROs) as listed in Title 35 IAC, Part 742, *Tiered Approach to Corrective Action Objectives (TACO)*. Any testing results that exceed the TACO objectives will be clearly identified in the tables.

Recommendations for additional investigations and/or remedial actions (if warranted) will be provided in the final Phase II ESA report.

Reporting

At the conclusion of the Site field investigations activities and receipt of all laboratory analyses, CB&I will prepare a "draft" Phase II ESA report. The "draft" report will document the methodologies used and the results of the investigations. The report will provide discussions of the following project elements:

- Project Background;
- Investigation Methodologies;

- Summary of Site Geology and Groundwater Conditions;
- Soil and Groundwater Analytical Data Evaluation;
- Findings, Opinions and Recommendations.

Scaled Site Maps and tabulated analytical summaries will be included in the report. Copies of boring logs, well construction diagrams, groundwater sampling logs, chain-of-custody and laboratory analytical reports will be appended to the report. Upon Client review and approval, a final report will be prepared. Deliverables to the Client will include: one electronic (PDF) copy of the "draft" Phase II ESA document, and two hard-copies and one electronic PDF copy of the "final" Phase II ESA document.

COST & SCHEDULE

CB&I will complete the Scope of Services as described above on a Time and Materials basis, in accordance with the Terms and Conditions established within the recently executed CB&I *Master Services Agreement (MSA)*, dated May 8th, 2015, and CB&I's 2015 Standard Fee Schedule (Refer to **Attachment A**). An initial not-to-exceed budget of **\$61,780.00** is recommended for the "Limited Scope" Phase II ESA.

Our proposal is developed based on the assumptions that:(1) the borings will be approximately located in reference to the property lines (i.e., no professional land surveying will be performed), (2) access will be provided to the site during normal business hours, 3) not all collected soil samples will be initially laboratory analyzed, 4) no soil gas sampling and/or analysis will be performed, and (4) any Investigation Derived Waste (IDW) materials (i.e. soil cutting, and decontamination wash/rinse water and purged groundwater, etc.) will be containerized and stored on-Site. Disposal of any IDW materials are not included within the current scope of this proposal.

Upon completion of the proposed work, and at the Client's request, CB&I can provide a separate proposal for off-Site transportation and disposal of any IDW materials and/or soil gas assessment services, if warranted.

CB&I is available to begin work on this project within approximately 1 week of receiving a notice to proceed from the Client. CB&I anticipates the project will progress according to the following schedule:

Anticipated Project Implementation Schedule

PROJECT TASK	ANTICIPATED DURATION
Phase II ESA Notice to Proceed from Client Received	Upon Receipt
Project Coordination and Fieldwork -- Subsurface Investigations	1-Week to Complete
Receipt of Laboratory Analyses (Soil & Groundwater)	7 to 10 Days from Sample Submittal(s)
Submit "draft" Phase II ESA Report to Client	2 Weeks of Receiving Sample Results from Lab
Submit "final" Phase II ESA Report to Client	1 Week of Receiving Client Approval of "draft" Report

Please note that some of the project tasks may be subject to scheduling factors which are beyond the control of CB&I. For example, CB&I cannot guarantee the availability of drilling contractors and receipt of sub-contracted laboratory reports. CB&I will promptly notify the Client of any significant changes to the schedule as the project progresses.

CB&I's receipt of the Client's authorization signature within the below Proposal Authorization Section will serve as the Client's notice to proceed with the scope of services as presented within this proposal. If the Client requests a change in the proposed scope of services, or upon reaching the recommended budget, CB&I will prepare a contract change order for continued and/or any additionally requested services, if necessary.

CLIENT AUTHORIZATION

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

Client Name

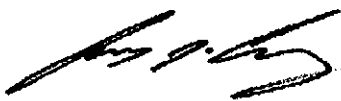
Authorization Signature

Date

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

Sincerely,

CB&I



Jeffrey J. Cademartori, P.G.
Project Manager

Enclosure(s):

Figure 1 – Proposed Investigation Sampling Plan (Limited Scope Phase II ESA)

Attachment A: Copy of Executed CB&I MSA & 2015 T&M Standard Rate Schedule

Attachment B: Cost Estimate (Limited Scope Phase II ESA)

Cc: Ms. Stephane Phifer, AICP – COA Director, Planning and Zoning Division
Mr. Dennis Walsh, Esq. / Klein, Thorpe & Jenkins, Ltd.

"The information contained in this proposal is confidential commercial information and shall not be disclosed, except for evaluation purposes, provided that if a contract is awarded to CB&I Environmental & Infrastructure, Inc. as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requestor's right to use or disclose any technical data obtained from another source without restriction."

Figures

LEGEND

Former MGP Site "B"¹

Former MGP Site "A"²

Former Auto Sale & Service³

Former Auto Repair⁴

Parcel Boundaries⁵

Approx. Location of Hydraulic Lift(s)

Fox Metro Sewer Line

ComEd SSI Sample Locations

CB&I Proposed Soil Boring

CB&I Proposed Monitoring Well

NOTES:

1) Former Aurora Excelsior MGP Site: Remediated by ComEd in 2012-2013. Received EPA Comprehensive NFR Letter in 2013.

2) Former Aurora Excelsior Site: ComEd to perform SSI (Comprehensive) - Pending Work 2015-2016.

3) Former Auto Services Business; 342 N. Broadway, identified on 1968 & 1972 Sanborn Map (Shaw 2009).

4) Former Auto Repair; 326 N. Broadway, identified on 1950 through 1972 Sanborn Maps (Shaw 2009).

5) Subject Sites: Randy's Auto; 310 N. Broadway Ave. and Former Gary Gooding Commercial Property; 330 N. Broadway Ave.



0' 35' 70'

SCALE

1" = 70 Feet

Figure 1

Proposed Sample Location Plan

Attachment A

*Copy of Executed CB&I Master Services Agreement
&
CB&I Standard 2015 T&M Rate Schedule*

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

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

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services

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

2. Term

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

3. Compensation

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

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

4. Payment

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

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

5. Taxes, Fees and Other Charges

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

6. Independent Contractor

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

7. Documentation, Records, Audit

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

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

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

Alternatively, to the extent that any audit indicates that the total amount of compensation paid by CLIENT to CB&I exceeded the actual amount due, CB&I shall return such excess compensation to CLIENT.

8. Risks and Allocation

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

9. CB&I Warranties, Representations and Covenants

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

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

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

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

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

10. Indemnity by CB&I

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

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

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

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

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

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

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

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

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

11. CLIENT Warranties, Representations, and Covenants

CLIENT warrants, represents, and covenants as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Indemnity by CLIENT

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

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

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

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

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

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

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

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

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

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

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

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

13. Notice/Defense

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

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

14. Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT:

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

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

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

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

15. Insurance

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

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

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

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

16. Title to Intellectual Property

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

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

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

17. Intellectual Property Rights

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

18. Technology Fees

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

19. Confidentiality, Nondisclosure

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

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

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

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

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

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

20. Force Majeure

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

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

21. Affirmative Action

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

22. Notice

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

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

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

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

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

~~Chicago Future Development Foundation~~
~~15 West Calumet Boulevard~~
Aurora, Illinois 60501
Attn: David Hulsberg, Ms. STEPHANIE PHIFER

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

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

23. Assignment

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

24. Attorney Fees

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

25. CLIENT/CB&I Representatives

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

26. Governing Law

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

27. Waiver of Terms and Conditions

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

28. Entire Agreement

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

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

29. Severability; Survival

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

30. Statutory Employer

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

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

CLIENT: CITY OF AURORA, ILLINOIS

By: Esther L. Phillips

Name: Esther L. Phillips

Title: City of Aurora
Director of Purchasing

CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

By: AK

Name: Amandeep Kang

Title: Operations Manager

ATTACHMENT: Exhibit 1 - Category Rate Schedule



**CB&I Environmental & Infrastructure, Inc. f/k/a Shaw Environmental, Inc.
2015 Fee Schedule**

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

Depositions and expert witness testimony, including preparation time, will be charged at an hourly rate of \$325.



**CB&I Environmental & Infrastructure, Inc. f/k/a Shaw Environmental, Inc.
2015 Fee Schedule**

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

Fee Schedule Rates are subject to change without notice.

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

Attachment B

*CB&I Cost Estimate
(Limited Scope Phase II ESA)*

TABLE 2 - ESTIMATED PROJECT COSTS
Limited Phase II Environmental Site Assessment
310 & 330 N. Broadway Ave.
Aurora, Illinois
6/24/2015

TASK 1- SUBSURFACE INVESTIGATION

Project Preparation and Soil Investigation

<u>Professional Services</u>	<u>Staff</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Project Preparation	Staff Scientist II	2	\$95	\$190
Health and Safety Plan	Staff Scientist II	2	\$95	\$190
	HS Administrator I	2	\$125	\$190
Procurement	Project Administrator I	4	\$125	\$500
Project Management/Job Kick Off	Project Manager III	8	\$160	\$1,280
Pre-drilling Site Recon.	Staff Scientist II	3	\$95	\$285
Drilling Oversight	Staff Scientist II	20	\$95	\$1,900
Vehicle	Equipment	2	\$75	\$150
PID Rental	Equipment	2	\$90	\$180
Field Expenses	Disposable Equipment	2	\$50	\$100
Comm. Fee (3% of Labor)		1	\$136	\$136
<i>Subtotal</i>				\$5,101
<u>Driller (18 Soil Borings & 3 Monitoring Wells)</u>				
Mob./Demob., Air-Knife, Drillrig, Monitoring Wells, Labor & Expendables (Estimate):	Subcontractor	1	\$10,000	\$10,000
<i>Subtotal</i>				\$10,000
<i>Subtotal with Markup</i>				\$ 11,500

Groundwater Investigation

<u>Professional Services</u>		<u>Unit</u>	<u>Rate</u>	<u>Total</u>
Well Development	Staff Scientist II	3	\$95	\$285
Well Sampling	Staff Scientist II	3	\$95	\$285
Well Survey/Hydraulic Conductivity Testing	Staff Geologist II	2	\$95	\$190
Vehicle	Equipment	1	\$75	\$75
Groundwater Sampling Equipment	Equipment	1	\$175	\$175
Survey/Hydraulic Conductivity Testing	Equipment	1	\$185	\$185
WL Indicator	Equipment	1	\$45	\$45
Field Expenses	Disposable Equipment	1	\$150	\$150
Comm. Fee (3% of Labor)		1	\$23	\$23
<i>Subtotal</i>				\$1,413

TASK 2 - LABORATORY ANALYSIS

<u>Soil Investigation Laboratory Analytical</u>		<u>Unit</u>	<u>Rate</u>	<u>Total</u>
VOCs	Subcontractor	40	\$118	\$4,720
5035 VOC Sampling Kits	Subcontractor	40	\$12	\$480
SVOCs	Subcontractor	18	\$195	\$3,510
PNAs	Subcontractor	20	\$98	\$1,960
TAL 23-Metals	Subcontractor	16	\$200	\$3,200
TPH	Subcontractor	24	\$65	\$1,560
FOC	Subcontractor	6	\$30	\$180
RCRA-8 Metals	Subcontractor	20	\$85	\$1,700
Pest/ PCBs	Subcontractor	8	\$118	\$944
TCLP RCRA 8	Subcontractor	20	\$140	\$2,800
pH	Subcontractor	36	\$15	\$540
<i>Subtotal</i>				\$ 21,594
<i>Subtotal with Markup</i>				\$ 24,833
<u>Groundwater Investigation Laboratory Analytical</u>				
VOCs	Subcontractor	4	\$118	\$472
SVOCs	Subcontractor	3	\$195	\$585
PCBs/Pest	Subcontractor	3	\$118	\$354
TAL 23-Metals	Subcontractor	3	\$200	\$600
<i>Subtotal</i>				\$ 2,011
<i>Subtotal with Markup</i>				\$ 2,313

TASK 3 - PROJECT REPORTING & MEETINGS

<u>Professional Services</u>		<u>Unit</u>	<u>Rate</u>	<u>Total</u>
CAD Drafting	CADD/Designer II	8	\$95	\$760
Data Analysis	Project Manager III	14	\$160	\$2,240
Meetings	Project Manager III	4	\$160	\$640
Boring Logs and Tables	Staff Scientist II	12	\$95	\$1,140
Report	Project Manager III	16	\$160	\$2,560
Report	Staff Scientist II	34	\$95	\$3,230
Administrative	Administrative Asst.	2	\$56	\$112
Comm. Fee (3% of Labor)		1	\$320	\$320
<i>Subtotal</i>				\$11,002

Note:

Cost estimate reflects T&M rates as established within the MSA.

TOTAL ESTIMATE \$56,162
 10 % Contingency: \$5,616

TOTAL RECOMMENDED BUDGET \$61,780