



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Kautz Road Intersection Phase 1 Engineering Services Agreement Supplement #1:WBK Engineering		
Presenter & Title:	Cathleen Tymoszenko, Economic Development Director Brian Schiber, City Engineer		
Date:	January 19, 2016		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective:			
<p><u>Vision 5:</u> Manage City resources and assets to effectively and efficiently deliver core services, provide for capital investment, and meet community needs and desires: <i>Develop the necessary infrastructure for a Southeast Industrial Park.</i></p> <p><u>Vision 7:</u> Encourage and Promote a variety of mobility options that promote an efficient and varied transportation system: <i>Work with developers south of proposed intersection to construct Kautz Road extended south to Fabyan Parkway.</i></p>			
Estimated Cost: \$162,860		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Other Funding," please explain how the item will be funded: \$120,000 was originally budgeted for the project. The existing contract amount is \$114,000 of which 52% has been completed (approx. \$59,280). The current budget includes funds; additional funds will be added to FY 2018 budget.</i></p>			
Executive Summary:			
<p>In October of 2015, the City Council approved Resolution No. 2015-106 authorizing the Kautz Road Intersection Phase I Engineering Services Agreement with WBK Engineering. This award was the result of a Request for Proposals (RFP) issued in August, 2015. This contract consists of studying an entrance road approximately 1500-1800 feet in length. To date, approximately 52% of the contract work has been completed.</p> <p>This project was initiated to further plans to develop the Southeast Subarea Plan (SEMP Plan) adopted November 19, 2012. In recent months, significant progress has been made working with property owners and developers to further industrial development goals including property assembly and site planning and to coordinate timelines, financing and public improvement planning. To this end, we recommend the expansion of the scope of services for the Kautz Road project to allow for the Phase 1 study of the full corridor from RT 38 to Fabyan Parkway to line up with Louis Bork Drive to the south. This expanded scope will necessitate the approval of Supplement 1 to the contract as attached herein.</p>			

Expanding the scope of services to study the entire corridor has several advantages included an estimated cost savings of about 10-15% due to increased efficiencies and minimizing the amount of rework needed to expand the project at a later date. Further this approach will enhance coordination efforts with IDOT and reduce review and coordination time shaving months from the project timeline. Moreover, expanding the scope to study the full corridor will place the project in a better position to qualify for IDOT Economic Development Program Funding (EDP). The EDP is a program that provides 50% state matching funds up to \$2 million dollars for projects that improve highway access to new or expanding industrial, distribution or tourism developments and contribute positively to the states location-selection and to the state's existing or new job base. Lastly, extending the scope will allow for completion of Phase I in 9-12 months and complete Phase II design in another 6 months to meet the schedule of beginning construction within a couple of years.

Upon approval of the expanded scope, the next steps will be to begin working with IDOT and Kane/Kendall Council of Mayors to coordinate efforts. City Engineer Brian Schiber will continue to be the City's Project Manager. Consultant Matt Baldwin of WBK Engineering will be present at COW to answer any specific questions on the project coordination.

Attachments: *(please list)*

- Resolution Authorizing Supplement No. 1 to Kautz Road Intersection Phase I Engineering Services Agreement to Wills Burk Kelsey Associates.
- Proposal for IL 38 & Kautz Road Phase I Study- Supplement #1

Recommendation / Suggested Action: *(how item should be listed on agenda)*

Approval of a Motion to Approve Resolution Authorizing City Administrator to execute, on behalf on the City of Geneva, Supplement #1 to the Kautz Road Intersection Phase I Engineering Services Agreement with WBK Engineering LLC in the amount of \$162,860.

RESOLUTION NO. 2017-06
RESOLUTION AUTHORIZING EXECUTION OF SUPPLIMENT #1
TO THE IL 38 & KAUTZ ROAD PHASE I STUDY WITH WBK ENGINEERING, LLC.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: On October 19, 2015, the City Council authorized Resolution No. 2015-106 authorizing approval of the Kautz Road Intersection Phase I Engineering Services Agreement related to the conducting an IDOT Phase I Intersection Improvement Design Study.

SECTION 2: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, Supplement #1 of the Kautz Road Intersection Phase I Engineering Services Agreement with WBK Engineering, LLC. in the form attached hereto as Exhibit "A", relating to the extension of Kautz Road to the intersection of Fabyan Parkway.

SECTION 3: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2017

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

Proposal for IL 38 & Kautz Road Phase I Study – Supplement #1

City of Geneva

January 6, 2017

Mr. Brian Schiber P.E.
City Engineer / Assistant Director of Public Works
City of Geneva
1800 South Street
Geneva, IL 60134

Dear Brian:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the City of Geneva for professional engineering services for IL 38 & Kautz Road Phase I Engineering Services. Based on conversations with the Client, WBK is providing a proposal to expand the scope of our current study IL 38 & Kautz Road Phase I study to include an additional extension of approximately 3000' to include the intersection of Kautz Road and Fabyan Parkway. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

Understanding of the Assignment

WBK is currently under contract with the City of Geneva to complete a Phase I Study of the IL 38 at Kautz Road intersection including the extension of Kautz Road south approximately 1500' in length. Due to several unknowns at the time of the original RFP, including the potential for future development and funding opportunities, the current scope does not extend to Fabyan Parkway. In recent months, a potential State funding source (IDOT's Economic Development Program) has been identified and a Developer has been working with the City on a potential site plan, including procurement of multiple parcels. The proposed development extends well beyond the current 1500' scope and would benefit from the extension of Kautz Road to Fabyan Parkway, aligning with Louis Bork Drive. In order to facilitate orderly development, define the ultimate roadway corridor, expedite the project schedule, better coordinate with IDOT, and apply for more comprehensive State funding, the City is interested to extend the study corridor to Fabyan Parkway. The scope would include, the intersection of Kautz Road with Fabyan Parkway.

The attached scope and proposal is only for the additional effort relating to extension of the project limits to Fabyan parkway and includes additional tasks not in the current Phase I Study scope of services.

Scope of Services

See the attached detailed scope of services (Exhibit A) for the project. Subconsultant proposals are attached separately.

Project Assumptions

In preparing this proposal, we have attempted to provide you with a complete package of the engineering services anticipated at this point in time. Our assumptions are as follows:

- WBK planning process will be consistent with IDOT Phase I requirements in order to be eligible for State or Federal Funding
- The following additional Scope of Services is based on WBK's understanding that the Kautz Road Corridor will extend the originally planned south leg of Kautz Road, which is approximately 1500' south of IL Rte. 38, an additional 3200' to the intersection with Fabyan Parkway.



- WBK will study the interim and future improvements to determine the ideal typical section for the entire Kautz Road corridor from IL 38 to Fabyan Parkway.
- The extended corridor will tie-into Fabyan Parkway which will require geometrics design, traffic counts, movement and level of service analysis and all other pertinent items required to develop an Intersection Design Study.
- Drainage impacts will be studied for the entire corridor
- Roadway and structural design effort will be preliminary in nature to determine requirements for Phase II design, but does include the scope for (1) wall TS&L to be submitted and approved by IDOT based on the current Developer plan.
- Because of the extended corridor one (1) formal Public Meeting will be included in the Scope of Services
- Includes FHWA coordination activities (if required) depending on project processing and IDOT's guidance
- Includes a Preliminary Environmental Site Assessment (PESA) Report. If the Special Waste Assessment (SWA) report determines that the potential exists for encountering special waste during construction, in accordance to the IDOT requirements, a PESA will be required.
- The scope includes cost to prepare a Plat of Highways and legal descriptions for the roadway corridor (only). Securing Title Commitments (Up to 5 titles) that are necessary for the development of the existing right of way and property boundaries are also included in the scope of services.
- Concept planning and coordination for the development of public utilities within the roadway corridor.

Project Exclusions

Based on our current understanding of the project scope the following items were considered unnecessary for the successful completion of Phase I corridor study:

- A Noise Impact Study is not anticipated for this corridor based on:
 - Section 20-6.07(a) of the BLR Manual stating a study is prioritized for areas of frequent human use
 - Not currently pursuing Federal Funds
 - Proposed Land Use Type F in Figure 20-6A
 - If IDOT or FHWA requires a Noise Analysis Study, this would be additional effort beyond the scope of services
- Do not anticipate IDOT or USEPA requiring air quality conformity documentation per the guidelines provide in Chapter 20-11 of the BLR Manual, if required, an air quality conformity analysis would be considered additional effort
- Planning for future improvements or land use
- Formal Traffic Study for the impending development and future improvements
 - Traffic modeling is included for the PDR and IDSs, but does not include a formal report
- Signal Design, to be completed in Phase II if necessary
- Lighting Design, to be completed in Phase II if necessary

- Design of Public Utilities (storm sewer, sanitary sewer, or water main) , to be completed in Phase II if necessary
- Subsurface Utility Engineering or SUE to provide non-destructive method to determine horizontal and vertical alignment of existing utilities will not be included in this scope of services

Estimate of Fees

Due to the nature of the tasks listed in the attached Scope of Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Services being awarded to us and a detailed Consultant Estimate of Contract Services (CECS) indicating the man hours for each task is attached. In general, individual tasks cannot be broken out and awarded separately.

Task #	Task Name	Fee
Task 1	Early Coordination and Data Collection	\$12,108.23
Task 2	Topographic Site Survey	\$14,711.37
Task 3	Geotechnical Investigation	\$12,357.64
Task 4	Abbreviated Drainage Investigation	\$11,249.87
Task 5	Resource Management Activities	\$19,595.37
Task 6	Intersection Analysis and Concept Design	\$22,232.46
Task 7	Preliminary Structural Analysis	\$9,419.88
Task 8	Preliminary Design Study and Documentation	\$25,002.72
Task 9	Meetings and Coordination	\$5,683.68
Task 10	Funding Alternatives	\$1,696.19
Task 11	Project Admin and Management	\$5,928.49
Task 12	Public Involvement	\$14,846.84
Task 13	Plat and Legal Descriptions	\$8,026.67
	TOTAL	\$162,859.41
	Reimbursable Costs (Including Printing)	Included

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to the City. If you have any questions, please do not hesitate to call.

Sincerely,



Greg Chismark, PE
Municipal Practice Principle

Encl: Scope of Services
CECS
Subconsultant Proposals (TSC, Huddleston McBride, SE3)
WBK General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE CITY OF GENEVA:

BY: _____
TITLE: _____
DATE: _____

**PHASE I ENGINEERING
FOR
IL. 38 & KAUTZ RD. INTERSECTION IMPROVEMENTS
CITY OF GENEVA
EXHIBIT A – SCOPE OF SERVICES
SUPPLEMENT NO. 1**

The City of Geneva is currently under contract with WBK Engineering LLC to perform a Phase I Study Engineering for the extension of Kautz Road. The original project scope provides engineering service to complete a Phase I Study to evaluate the planning, design and construction for the extension of Kautz Road (south leg) approximately 1,500 feet south of the IL Rte. 38 at Kautz Road intersection.

The City of Geneva has evaluated the benefits of extending the corridor approximately an additional 3,000 feet to the intersection of Fabyan Parkway to facilitate orderly development and reinforce the local transportation network. Accordingly, the City of Geneva has requested WBK to prepare a supplement to the Phase I engineering services to expand the study limit from the current termini 1500' south of IL 38, to a proposed intersection of Kautz Road and Fabyan Parkway.

This scope of service is to complete all the Phase I elements within the limits identified above to be combined with previous work from the original contract and scope into a single comprehensive Project Development Report for the entire planning corridor from IL 38 to Fabyan Parkway.

The following scope of services and man-hours (CECS) is only for the additional effort relating to existing scope items and includes additional tasks not in the current Phase I Study contract and scope of services. Tasks included in the original scope that will require additional effort due to the expanded scope are listed and explained below. Due to the comprehensive nature of the supplemental effort, WBK has shown items from the original scope that do not require additional effort in greyscale text on the attached CECS for the City's reference only. Those specific tasks not requiring additional effort have been excluded from the scope of services text to avoid confusion.

All Assumptions and Exclusions have been listed separately in the WBK Proposal Letter.

ELEMENTS OF PHASE I STUDY SUPPLEMENT

WBK has identified the following elements as the essential components of the scope based on information provided by the City, coordination with Developer, WBK's personal knowledge of the future industrial development due to preparing the Southeastern Subarea Plan in 2012 and Phase I task completed to date.

- Supplemental Topographic Site Survey
- Supplemental Geotechnical Investigation
- Expanded Location Drainage Study
- Resource Management Activities
 - Tree Inventory – *New*
 - Preliminary Environmental Site assessment (PESA) – *New*
 - Prime Farmland Assessment and Coordination – *New*
- Intersection Analysis and Concept Design at Kautz Road and Fabyan Parkway – *New*
- Structural Evaluation
 - Drainage Culvert Type and Material – *New*

- Retaining Wall TSL at IL 38 and Kautz Road - *New*
- Project Development Activities and Documentation
- Meetings and Coordination
- Administration and Management
- Public Involvement - *New*
- Right-of-way/Easement Plat and Legal Descriptions - *New*

1. EARLY COORDINATION AND DATA COLLECTION

WBK will coordinate with complete another site visit to collect photos and coordinate with utilities and draft existing facilities for corridor extension.

Prepare Photo Log. Photograph the features of the extended roadway corridor to Fabyan Parkway and prepare a historic photo log of the existing features.

Utility Investigation. Pertinent utility information will be collected for the extended project corridor and Fabyan Parkway corridor that may or will affect design or construction of the roadway and structures. Coordination with utilities and a JULIE design stage/planning information request for buried facilities will be performed and documented.

- Coordination with utilities and a JULIE design stage/planning information request for buried facilities will be performed and documented.
- WBK will coordinate on behalf of City of Geneva to assist utilities with determining their facility location and potential impacts on the proposed improvements.
- WBK will work with the City of Geneva to determine where future municipal utilities, such as sanitary sewer, water main and street lighting, will be brought to the site for future development. This task does not include any design of these facilities.

Drain Tile Investigation (to be completed by Huddleston McBride). Based on site visit and aerial mapping of the property, which is currently farmed, it is anticipated that there are field tile systems within the project area. This task includes field investigation of the existing field tiles within the extended roadway corridor with an emphasis on the proposed roadway area. This investigation will be limited to the mapping of all mainline and sub-main collectors, and will include local lateral/ feeder drain tiles only when encountered at slit trench or hand probe test sections at the proposed roadway alignment. The locations of the field tile shall be surveyed (see survey task) and record mapping shall be performed according to typical civil engineering mapping standards. This task includes compilation of existing drain tile maps downstream of project site, and regional evaluation of the existing tile system based on existing maps. If the investigation requires future coordination with Kane County Water Resources, Kane County Department of Transportation, or the existing landowners, that effort can be completed in Phase II Design.

2. TOPOGRAPHIC SITE SURVEY

We will utilize a one or two man survey crew with GPS and Robotic survey equipment to collect all physical features and ground elevations within the extended project corridor and Fabyan Parkway Right off way near the proposed intersection. The project area, as a minimum, is anticipated from:

- The property line along the DuPage-Kane County line to the east and the residential property boundary approximately 1500 feet west of the intersection of Il Rte. 38. For

the purpose of scoping the project the southern limit will be considered from 1500 feet south the existing right-of-way of IL Rte. 38 to the north right-of-way of Fabyan Parkway.

- The intersection of Fabyan Parkway and Kautz Road the width of the County ROW for 800 feet east, west and south of the anticipated proposed intersection.

Horizontal and Vertical Control.

- Horizontal control will be based on Kane County Geodetic Monuments jointly established by the Kane County Department of Transportation and the Illinois Department of Transportation. These coordinates are referenced to NAD 83.
- Vertical control will be based on Kane County Bench Marks and orthometric elevations derived from GPS observations, based on NAVD 88 datum.
- Tie-points for all benchmarks and control points will be established.

Topographic Survey. The topographic survey will consist of a survey of the roadway corridor and site within the project limits. Prior to any survey activities WBK will coordinate with the City to provide notification to each property owner advising them of our specific survey activities. If the City prefers, this notice can also act as a questionnaire relative to drainage issues, water supply or wastewater collection concerns. If Topographic surveys outside the right-of-way are required to approximate drainage patterns or other physical features, GIS maps, existing plans and aerial photography will be used to provide this information.

The survey includes, but not limited to:

- The topographic survey will consist of a survey of connecting roadways, drainage ways within the project limits. This survey will include benchmarks with references, visible utilities, landscaping elements including significant trees 6" in diameter or greater, fences, drainage pipes and structures, south pavement stub at IL Rte. 38, and all visible and JULIE marked utilities.
- A cross section grid will be taken at 50-foot intervals across the defined project limits.
- The survey project limits are approximated to provide survey base information for the roadway extension and site improvements.
- A base drawing will be created using the field survey data collected. The drawing will include all physical features within the project limits.
- A contour model will be developed for the survey points that will also be included in the base file. The contour model will be used in the development of the roadway typical section(s), plan and profile and working cross sections.
- WBK will perform a plan-in-hand field check to determine if any additional field survey is required to accurately depict the physical features of the project.
- The scope of services will include the survey of the farmed wetland boundaries as delineated by WBK.
- The services will include the survey of the existing drain tile system as delineated by Huddleston McBride.
- Geotechnical soil boring locations with elevations will be located and surveyed by WBK.

Existing Right of Way. For the development of a proposed right-of-way there is a certain level of investigation and verification required of the existing right-of-way in order to understand the overall right-of-way needs. In order to establish the limits of existing right-of-way and property boundary adjoining the project area, WBK will complete the following task.

- WBK will perform the necessary courthouse research that will include all the plats, deeds, and right of way documents for each parcel within the project limits and adjoining the project.

- WBK will utilize information contained in the Plat-of-Highways for the Fabyan Parkway to determine the existing right-of-way along the north limits of the project area.
- While undertaking the topographic surveys, visual monument reconnaissance will be performed in the field to find the physical monumentation to determine the existing property lines along the easterly and westerly project limits.
- It is anticipated that as many as 6 title commitments may be necessary to establish the existing project boundary, which has been included in the project direct costs.

3. GEOTECHNICAL INVESTIGATION

A geotechnical investigation will be required to provide subgrade analysis to be used in the extended roadway corridor. Because it is anticipated the project will be administered through IDOT, the testing requirement and intervals will be based on IDOT's requirements outlined in their manual for Test Procedures for Materials.

WBK will contract with Testing Service Corporation as a sub-consultant to provide these geotechnical services that would include preliminary structural soil borings for the culvert and roadway soil borings and related calculations in order to determine feasibility and type of roadway support to be used in developing a preliminary concept design and cost estimate. The borings will also determine general thickness of topsoil, the presence of groundwater and suitability and type of soils to be used in preliminary pavement design. It is estimated that a minimum of 16 borings be taken along the corridor. The findings will be presented in a geotechnical engineer report.

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a reconnaissance to evaluate the site and surrounding area for evidence of the use or release of hazardous substances or petroleum products.

Soil sampling will also be completed for pH testing generally associated with Clean Constructions Demolition Debris testing will be used in conjunction with the special waste assessment to be completed for the site.

For detailed scope of task to complete the geotechnical study see Testing Service Corporation detailed scope of services. In addition to the above scope of service the additional items will be included in this item.

Site Visit. WBK anticipates and has allotted for one (1) field meeting with the geotechnical firm to coordinate final location of the structural borings.

Coordination. WBK anticipates general coordination with the geotechnical firm to discuss questions and clarification for results of geotechnical program, review and preparation of the final engineering report and coordination for general administrative and scheduling items throughout the project.

4. ABBREVIATED DRAINAGE INVESTIGATION

WBK will extend the Drainage Investigation to Fabyan Parkway to determine the existing conditions drainage patterns, and conceptual design of proposed drainage system. This task will include analysis of existing drainage patterns, documentation of any floodplain, and restriction on the site with regards to drainage. Analysis of the proposed drainage system will

include; calculation of required detention for the roadway improvements, outlet evaluation, preliminary design of the mainline storm sewer, and investigation into required stormwater permits and regulatory agencies. The analysis will also include required right of way or easements for stormwater detention and conveyance. The design of any required detention will be based on the requirements of the Kane County Stormwater Ordinance. The supporting documentation for the Drainage Investigation will be compiled in a report. We anticipate the report to include, at a minimum, the following items; location map, FEMA FIRM Map, narrative, existing drainage map, proposed plan and profile and drainage sheet, required detention calculations, hydraflow storm sewer calculations, conceptual grading plan (detention), and culvert calculations (if required).

5. RESOURCE MANAGEMENT ACTIVITIES

WBK will provide comprehensive environmental services, specifically in the following categories:

Wetland Delineation and Farmed Wetland Assessment. WBK will prepare a wetland assessment and delineation of the extended corridor in accordance with the requirements of the U.S. Army Corps of Engineers (USACE) and the Kane County Stormwater Ordinance. An investigation of the project site will be completed to determine the limits of the wetlands present within the provided project boundary.

WBK will perform a Farmed Wetland Determination in accordance with the USDA-NRCS Food Security Act rules. Previously these assessments were made by the USDA-NRCS office. These services are no longer available to land being converted from agriculture. A Farmed Wetland Assessment is required prior to obtaining permits or authorizations to develop land that has been farmed within the last five years.

WBK will prepare a letter to the (local agency responsible for FSA Slides), which will be signed by the landowner, indicating your authorization for WBK to request the Farm Service Agency Slides. WBK will prepare exhibits to assist in our analysis of the conditions of the site to determine the presence of farmed wetlands. We will amend the report completed under the original Phase I scope to be included in the Wetland Assessment. The Farmed Wetland Determination will be submitted to the USACE for review with the Wetland Assessment.

U.S. Army Corps of Engineers (USACE) Pre-application Coordination. WBK will complete additional coordination with the USACE regarding any changes to the permit requirements. It is still assumed that the project will be permitted as an RP3 under the reauthorized Regional Permit Program, effective April 1, 2012. WBK will meet a representative of the USACE to review and concur with the boundaries identified in the extended project corridor.

A copy of the Wetland Assessment Report will be sent to the USACE with the required forms (which require signatures from the Land Owners) to request a Jurisdictional Determination (JD) be performed. A JD is required to determine which agency(ies) have jurisdiction over the wetlands on-site. The JD also will provide an indication of the agencies through which permitting will be required.

Preliminary Environmental Site Assessment (PESA). As part of the original scope, WBK will complete a Special Waste Assessment (SWA) of the project area to determine if the potential for contamination exists. If the SWA indicates that the site is a Potentially Impacted Property (PIP) it will be necessary to completed and Environmental Site Assessment (PESA) which included more compressive analytical testing to determine level of contaminants. The PESA will be completed following the guidelines in the IDOT BLR Manual.

Environmental Survey Request (ESR). This item will to amend the ESR boundary, exhibits, photo log and other historical data completed for the original scoped site to include the extended project corridor to Fabyan Parkway.

Tree Inventory. WBK will inventory trees within the proposed ROW. During the field work, WBK will identify and tag the trees and describe their condition and form. A report will be provided documenting WBK's findings. The cost of survey is included in the survey portion of the proposal.

Northern Long-Eared Bat. The project corridor will be screened for potential Northern Long-eared bat habitat. WBK staff will investigate existing trees and determine whether the potential for bat habitat exists. A report summarizing the findings will be submitted to IDOT to aid coordination with USFWS.

Prime Farmland Assessment and Coordination. Because the roadway extension is located within the limits of a farm field and the proposed ROW corridor would exceed 3 acres/mile, WBK anticipates Prime Farmland coordination and documentation will be required with NRCS. The NRCS-CPA-106 form will be included with the project deliverables.

6. INTERSECTION ANALYSIS AND CONCEPT DESIGN

WBK and our subconsultant (SE3) will evaluate the intersection of Fabyan Parkway at Kautz Road in order to receive a permit from KDOT. The planning will include traffic modeling based on the development plan and similar industrial parks in the area, intersection type study and proposed layout to be included in the PDR. Analyzing the intersection of Kautz Road and IL 38 is included in the current project scope. Please see SE3's attached scope for a detailed description of their project tasks.

- **Intersection Analysis and Design.** SE3 will collect and analyze various traffic data that will be utilized to determine the likely traffic impact at the proposed intersection of Fabyan Parkway and Kautz Road and for the Kautz Road corridor.
- **Development of Project and Design Year Traffic Volumes.** SE3 to obtain traffic model projections from CMAP for the subject roadways. Utilizing the planned development, WBK and SE3 will obtain revised traffic projections for the area. Based on modeling from the original scope, CMAP's projections may require revisions to best represent the specific plan.
- **Conceptual Intersection analysis for Fabyan Parkway and Kautz Road.** SE3 will evaluate the proposed intersection of Kautz Road at Fabyan Parkway with WBK providing QAQC. The proposed intersection will be evaluated for the number of thru and auxiliary turn lanes, storage and taper lengths, and signal timing.
- **Intersection Design Study (IDS) for Fabyan Parkway and Kautz Road.** Working with Geneva and based on the selected layout for the proposed signalized intersection, SE3 will complete an IDS for Fabyan Parkway and Kautz Road. WBK will coordinate submittals with the County and provide QAQC.

7. PRELIMINARY STRUCTURAL ANALYSIS

After reviewing the Developer's concept site plan it appears that a retaining wall may be required. WBK will coordinate with the geotechnical engineer regarding structural design items. A Type, Size and Location (TSL) type drawing will be developed for the wall alternative

selected for submittal to IDOT for review. A wall is currently anticipated along the west side of the Kautz Road extension, south of IL 38, based on the current Developer plan. WBK will complete a TSL package and submit to IDOT for approval as part of the PDR deliverables.

8. PRELIMINARY DESIGN STUDY AND DOCUMENTATION

As with the original Phase I scope, this task will be to further develop a preliminary cross section, alignment and profile for the extend roadway project corridor to Fabyan Parkway. As with the previous study, improvements will be designed to geometric standards outlined in the Bureau of Local Roads Manual for an urban section. These task will be summarized in a report format. The major tasks to be included in the report will include the following:

Geometric and Conceptual Roadway Design. WBK will evaluate the following geometric items to Fabyan Parkway and will coordinate with both the City and Developer to assure the roadway design works with the proposed site plan. Based on preliminary design in the current contract, WBK assumes a 3 lane urban typical section for the extended Kautz Road corridor. Additional effort for the geometric and conceptual roadway design includes:

- Review of the Developer's concept roadway alignment for the Kautz Road extension, and develop any necessary revisions.
- A preliminary profile will be established to evaluate potential R.O.W. needs based on proposed typical roadway section and to minimize impacts to potentially developable land.
- Develop and present a potential alignment and profile option to accommodate the entire roadway corridor and future development for Kautz Road from IL38 to Fabyan Parkway. WBK has included effort for 2 iterations.
- Extend the roadway cross-sections to Fabyan Parkway based on the selected typical section.
- Development of a grading plan for detention required due to the roadway extension. WBK will not be designing any detention facilities for the proposed site development, as that is assumed to be the responsibility of the Developer.

Kautz Road Preliminary Design Study and Documentation. WBK will complete additional Phase I tasks for the extended corridor to Fabyan Parkway and summarize them in a report. Additional effort beyond the current Phase I Study is anticipated in the following items:

- Discuss existing and proposed location and conditions
- Evaluate proposed median treatment (limits, locations, type)
- Identification of future accesses along the Kautz Road Extension
- Evaluation of pavement type design (preliminary)
- Identify potential design deviations
- Preliminary Barrier Warrant Analysis
- Determination of preliminary ROW and easement requirements
- Discuss preliminary Maintenance of Traffic and Impact to Fabyan Parkway
- Evaluate traffic data at Fabyan Parkway and entire corridor.
- Prepare supporting exhibits, maps and tables
- Sections 14 of the PDR Work Zone Transportation Management Plan (WZTMP) will need to be completed due to intersection with a Significant State Route. IL 38 at Kautz Road is considered a significant route and WBK will need to complete a WZTMP to identify the measures completed to avoid impacting existing traffic flow.

9. MEETINGS AND COORDINATION

Meetings and coordination will serve to discuss and resolve issues in the Phase I Study and preliminary concept design. Minutes of all meetings will be prepared by WBK and distributed as directed. WBK will be responsible for maintaining a list of action items that will be updated at each meeting.

Anticipated Meetings. The assumption for the below meetings is 2 people per meeting at 3 hours per meeting.

- FHWA Coordination Meeting
- Progress Meetings, City, Developer, other stakeholders (assume 4 total)
- Preparation time prior to meetings (agenda, exhibits, etc.; total of 5 Meetings)
- Prepare Meeting Minutes (Total of 5 Meetings)

10. FUNDING ALTERNATIVES

WBK completed preliminary efforts to identify funding alternatives under the current Phase I Study contract. Through coordination with the Kane Kendall Council of Mayors (KKCOM) and the City it was determined that IDOT's state-funded Economic Development Plan (EDP) was an appropriate source of funding based on the City's SEMP and Developer's proposed industrial development plan.

The effort required to follow through on the EDP funding is included in the original contract. However, if additional funding alternatives are pursued, for example Surface Transportation Funds (STP), WBK has included additional effort to coordinate to pursue additional opportunities. It is anticipated there may be an opportunity to join and resubmit the City of St. Charles STP application for the Kautz Road corridor based on a revised scope.

11. PROJECT ADMINISTRATION AND MANAGEMENT

Due to the expanded scope and timeline of the project it is anticipated that additional project management effort will be required. Work will include the following task:

Task Management. WBK will manage tasks associated with work reviews, budget adherence, manpower, project meetings, contract administration and invoicing

Monthly Reports. WBK will prepare and submit monthly progress reports during months when engineering activities occur and invoices are due.

Internal Reviews. WBK will perform reviews of all design elements associated with the project.

Project Schedule. WBK will revise the current schedule to include the expanded scope and update it periodically as tasks or project scheduling change, as well as perform scope of work reviews, resource planning, internal team coordination and contract administration.

12. PUBLIC INVOLVEMENT

Expanding the project scope from a 1500' extension that did not impact an existing residence to a full corridor extension, it is anticipated that based on IDOT's guidance in the BLR Manual, that at least (1) public involvement meeting will be required for the project to solicit public feedback. General comments will be collected from the public and documented in the PDR.

Organize Meeting. WBK will identify the location and coordinate schedules.

Advertisement and Mailings. WBK will advertise the public meeting in local papers to create awareness throughout the impacted area. WBK will identify local stakeholders and send mailings.

Prepare Displays, Exhibits, and Handouts. WBK will prepare displays outlining their involvement in the proposed improvements. WBK will prepare any handouts for the public.

Attend Meeting and Record Public Comment. WBK will attend and lead the public meeting. Public comment forms will be available and a representative from WBK will record attendance and collect comments.

Respond to Comments. WBK will take the recorded public comments and send out responses accordingly.

Coordinate with Team Members. WBK will coordinate with all subconsultants to ensure uniformity and completeness of presentation.

Coordinate with Court Recorder. In order to take official comments, WBK will provide a court recorder at the meeting.

13. PLATS AND LEGAL DESCRIPTIONS

The following item may be required for completion of the project and is dependent on the scope of the City. In order to establish the ROW for the proposed roadway corridor, WBK has included the effort for a roadway plat of highway and legal description to be completed. It is currently anticipated that the Developer will be providing the ROW necessary for the roadway and that a plat of highway and legal description will need to be established. The contract includes ordering up to 6 title commitments as noted in Task 2.

Plats and Legal Descriptions. WBK to complete a Plat of Highways and Legal Descriptions according to the guidelines outlined in the Illinois Department of Transportation, Division of Highways/District 1, Bureau of Land Acquisition Plat of Highways & Legal Description Checklist. A total of (3) three parcels are anticipated on privately held properties. The Plats and Legal Descriptions will be prepared by an Illinois Professional Land Surveyor experienced in preparing Plats of Highway for District 1 Land Acquisition. The plats will be submitted to the City for review and WBK will make any necessary revisions.

EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1

IL 38 & Kautz Road Intersection Improvements - Phase I Study

Intersection IL 38 at Kautz Road - South Leg

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
 Job No.
 Existing Structure No.

*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH) 135.65 %
 Complexity Factor (R) 0.000
 Calendar Days 360

Date: 12/20/2016

- Method of Compensation:
- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 - Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 - Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 - Specified Rate (0.37 + R) DL
 - Lump Sum

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Early Coordination and Data Collection						\$ 8,640.00	\$ 27.00	\$3.92	\$8,670.92
	Engineer III	10.0	\$39.29	\$392.90	\$532.97			\$134.25	\$1,060.12
	Engineer II	3.0	\$33.20	\$99.60	\$135.11			\$34.03	\$268.74
	Engineering Technician IV	7.0	\$47.87	\$335.09	\$454.55			\$114.50	\$904.14
	Engineering Technician III	9.0	\$35.54	\$319.86	\$433.89			\$109.29	\$863.04
	Engineering Technician II	1.0	\$30.69	\$30.69	\$41.63			\$10.49	\$82.81
	ERS III	3.0	\$31.93	\$95.79	\$129.94			\$32.73	\$258.46
2 Topographic Site Survey						\$ -	\$ 2,760.00	\$400.20	\$3,160.20
	Engineer III	6.0	\$39.29	\$235.74	\$319.78			\$80.55	\$636.07
	Engineering Technician IV	4.0	\$47.87	\$191.48	\$259.74			\$65.43	\$516.65
	Engineering Technician III	14.0	\$35.54	\$497.56	\$674.94			\$170.01	\$1,342.51
	Engineering Technician II	86.0	\$30.69	\$2,639.34	\$3,580.26			\$901.84	\$7,121.44
	Professional Land Surveyor	16.0	\$44.81	\$716.96	\$972.56			\$244.98	\$1,934.50
3 Geotechnical Investigation						\$ 10,742.00	\$ 10.80	\$1.57	\$10,754.37
	Engineer III	8.0	\$39.29	\$314.32	\$426.38			\$107.40	\$848.10
	Engineering Technician IV	2.0	\$47.87	\$95.74	\$129.87			\$32.71	\$258.32
	Engineering Technician II	6.0	\$30.69	\$184.14	\$249.79			\$62.92	\$496.85
4 Abbreviated Drainage Investigation						\$ -	\$ 40.00	\$5.80	\$45.80
	Engineer IV	36.0	\$49.88	\$1,795.68	\$2,435.84			\$613.57	\$4,845.09
	Engineer II	56.0	\$33.20	\$1,859.20	\$2,522.00			\$635.27	\$5,016.47
	Engineering Technician III	14.0	\$35.54	\$497.56	\$674.94			\$170.01	\$1,342.51
5 Resource Management Activities						\$ -	\$ -	\$0.00	\$0.00
	Engineer III	21.0	\$39.29	\$825.09	\$1,119.23			\$281.93	\$2,226.25
	Engineer II	20.0	\$33.20	\$664.00	\$900.72			\$226.88	\$1,791.60
	Engineer I	12.0	\$27.66	\$331.92	\$450.25			\$113.41	\$895.58
	Engineering Technician III	12.0	\$35.54	\$426.48	\$578.52			\$145.73	\$1,150.73
	Senior Scientist	10.0	\$69.53	\$695.30	\$943.17			\$237.58	\$1,876.05
	ERS III	90.0	\$31.93	\$2,873.70	\$3,898.17			\$981.92	\$7,753.79
	ERS I	32.0	\$22.78	\$728.96	\$988.83			\$249.08	\$1,966.87
	Professional Land Surveyor	16.0	\$44.81	\$716.96	\$972.56			\$244.98	\$1,934.50
6 Intersection Analysis and Concept Design						\$ 15,686.87	\$ 2,013.20	\$291.91	\$17,991.98
	Engineer III	40.0	\$39.29	\$1,571.60	\$2,131.88			\$537.00	\$4,240.48
7 Preliminary Structural Analysis						\$ -	\$ -	\$0.00	\$0.00
	Engineer III	62.0	\$39.29	\$2,435.98	\$3,304.41			\$832.36	\$6,572.75
	Engineer II	8.0	\$33.20	\$265.60	\$360.29			\$90.75	\$716.64
	Senior Structural Engineer	12.0	\$65.80	\$789.60	\$1,071.09			\$269.80	\$2,130.49

EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1
IL 38 & Kautz Road Intersection Improvements - Phase I Study
Intersection IL 38 at Kautz Road - South Leg

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
 Job No.
 Existing Structure No.

*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH) 135.65 %
 Complexity Factor (R) 0.000
 Calendar Days 360

Date: 12/20/2016

- Method of Compensation:
- Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 - Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 - Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 - Specified Rate (0.37 + R) DL
 - Lump Sum

Cost Estimate of Consultant's Services in Dollars

#	Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
8	Preliminary Design Study and Documentation						\$ -	\$ -	\$0.00	\$0.00
		Engineer IV	2.0	\$49.88	\$99.76	\$135.32			\$34.09	\$269.17
		Engineer III	33.0	\$39.29	\$1,296.57	\$1,758.80			\$443.03	\$3,498.40
		Engineer I	6.0	\$27.66	\$165.96	\$225.12			\$56.71	\$447.79
		Engineering Technician IV	106.0	\$47.87	\$5,074.22	\$6,883.18			\$1,733.82	\$13,691.22
		Engineering Technician III	74.0	\$35.54	\$2,629.96	\$3,567.54			\$898.64	\$7,096.14
9	Meetings and Coordination						\$ -	\$ 81.00	\$11.75	\$92.75
		Engineer V	15.0	\$59.56	\$893.40	\$1,211.90			\$305.27	\$2,410.57
		Engineer III	30.0	\$39.29	\$1,178.70	\$1,598.91			\$402.75	\$3,180.36
10	Funding Alternatives						\$ -	\$ -	\$0.00	\$0.00
		Engineer III	16.0	\$39.29	\$628.64	\$852.75			\$214.80	\$1,696.19
11	Project Administration and Management						\$ -	\$ 250.00	\$36.25	\$286.25
		Engineer V	14.0	\$59.56	\$833.84	\$1,131.10			\$284.92	\$2,249.86
		Engineer III	32.0	\$39.29	\$1,257.28	\$1,705.50			\$429.60	\$3,392.38
12	Public Involvement						\$ -	\$ 1,357.00	\$196.77	\$1,553.77
		Engineer V	6.0	\$59.56	\$357.36	\$484.76			\$122.11	\$964.23
		Engineer III	36.0	\$39.29	\$1,414.44	\$1,918.69			\$483.30	\$3,816.43
		Engineer I	42.0	\$27.66	\$1,161.72	\$1,575.87			\$396.95	\$3,134.54
		Engineering Technician IV	6.0	\$47.87	\$287.22	\$389.61			\$98.14	\$774.97
		Engineering Technician III	48.0	\$35.54	\$1,705.92	\$2,314.08			\$582.90	\$4,602.90
13	Right-of-Way/Easement Plat and Legal Description						\$ -	\$ 305.10	\$44.24	\$349.34
		Engineering Technician III	6.0	\$35.54	\$213.24	\$289.26			\$72.86	\$575.36
		Engineering Technician II	4.0	\$30.69	\$122.76	\$166.52			\$41.95	\$331.23
		Professional Land Surveyor	56.0	\$44.81	\$2,509.36	\$3,403.95			\$857.43	\$6,770.74
Totals			1148.0		\$ 44,457.19	\$ 60,306.17	\$ 35,068.87	\$ 6,844.10	\$ 16,183.08	\$ 162,859.41

Route Kautz Road - South Leg
 Local Agency City of Geneva
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 Project
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 Existing Structu

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1
 IL 38 & Kautz Road Intersection Improvements - Phase I Study**

Description	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Senior Scientist	ERS III	ERS I	Professional Land Surveyor	Sub-Consultant Costs	In House Direct Costs
1 Early Coordination and Data Collection															
1.1 Review Existing Data (exist. ROW plats, bridge and roadway record drawing, aerial mapping and GIS files in project area, etc.)															
1.2 Site Visit			3			3					3				
Photo Log			1	3											
1.3 Utility Investigation (J.U.L.I.E. Design Locate Request & Utility Coordination)															
Request Design JULIE							1								
Determine and Verify Utility Facility Contacts, Establish Contact List and Correspondance Tracking															
Catalog and File Utility Facility Atlases, Field Drawings and Record Drawings							2								
Introduction Letters and Location Exhibits															
Verify non-JULIE facilities			1			1		1							
Incorporate Information Provided by Utility into Existing Base Sheet			1			1									
Send concept plans to Utility for conflict review															
Coordinate with the City to determine accessibility of future public utilities			2			4	2								
1.4 Drainile Investigation Huddleston McBride			2				2							\$ 8,640.00	
SUB-TOTAL				10.0	3.0	7.0	9.0	1.0			3.0			\$ 8,640.00	\$ 27.00
PERCENT			30%	9%	21%	27%	3%			9%					
2 Topographic Site Survey															
2.1 Horizontal and Vertical Control															
a Establish Horizontal								6							
b Establish Vertical Control								6							
2.2 Site Survey															
a Roadway Topographic Survey - Connection IL RTE 38								8							
b Project Site Topographic Survey								14							
c Soil Borings								2							
c Drain Tile Survey								6							
d Download Field Data								4							
e Develop Existing Condition Base Drawing w/ Contours						4	12	4							
f Field Check			4					4							
g Additional Pickup Field Survey															
2.3 Existing Right of Way															
a Courthouse Research								6							
b IL Rte 38 Plans and Plat-Of-Highways															
c Monument Reconnaissance within project boundary								16					16		
d Download								2							
e Determination of Existing Right of Way, Properties and Easements								8							
f Fabyan Plans and Plat-of-Highways			2				2								
SUB-TOTAL				6.0		4.0	14.0	86.0					16.0	\$ -	\$ 2,760.00
PERCENT			5%		3%	11%	68%						13%		
3 Geotechnical Investigation															
3.1 Geotechnical Sub-Consultant perform subsurface investigation TSC, Ltd.														\$ 8,250.00	
3.2 CCDD PIP Evaluation TSC, Ltd.														\$ 2,492.00	
3.3 Coordinate with geotechnical sub-consultant			4			2									
3.4 Field Layout centerline and structural borings			2					6							
3.5 QA Preliminary Report and provide comment			2												
SUB-TOTAL				8.0		2.0		6.0						\$ 10,742.00	\$ 10.80
PERCENT			50%		13%		38%								
4 Abbreviated Drainage Investigation															
4.1 Kautz Road and Site															
a Site Investigation, Detention Calculations & drainage exhibit	24	4		16			4								
b FIRM Excerpt & Location Map															
c Storm Sewer Calculations	24	4		16			4								
d Concept grading plan and ROW/ easement analysis	18	4		10			4								
e Outlet evaluation	14	2		12											
f Study Assembly	6	2		2			2								
g QA/QC	12	12													
h Agency Permit Coordination (DuPage/Kane County)	8	8													
SUB-TOTAL		36.0		56.0			14.0							\$ -	\$ 40.00
PERCENT		34%		53%			13%								
5 Resource Management Activities															
5.1 Wetland Delineation and Farmed Wetland Assessment															
Aerial Slide Review	6										6				
Field Wetland Delineation and Floristic Survey Extended Corridor	12										12				
Pin Flag Survey Extended Corridor	4										4				
Amend Exhibits	16												16		
Amend Report	12										12				
5.2 USACE Pre-Application Coordination															

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
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**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1
 IL 38 & Kautz Road Intersection Improvements - Phase I Study**

Description	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Senior Scientist	ERS III	ERS I	Professional Land Surveyor	Sub-Consultant Costs	In House Direct Costs
Pre-Application Meeting/ Coordination	8										8				
Jurisdictional Determination for Extended Corridor	8										8				
5.3 Threatened and Endangered Species Agency Coordination															
5.4 Special Waste Screening															
Coordinate and Order Radius Report															
Site Visit, Photo's and Assessment of Extended Corridor	10			10											
Special Waste Screening Technical Report/Exhibits	16			10			4			2					
5.5 Preliminary Environmental Site Assessment (PESA)	36									4		32			
5.6 Environmental Survey Request (ESR)															
Amend Photo Log and Narrative	6		6												
Amend develop project limits exhibit with proposed/existing conditons	8		4				4								
Historical Site	5		1								4				
Submit To IDOT															
5.7 Tree Inventory															
Perform survey to identify type, structure & condition of trees	8										8				
Prepare tree report and submit to IDOT	12										12				
5.8 Northern Long Eared Bat Field Recon and Memo	20									4	16				
5.9 Prime Farmland Assessment and Coordination															
Farmland Conversion Impact Rating Form	12		6		6										
Exhibits	10		2		4		4								
NRCS Coordination	4		2		2										
SUB-TOTAL	213.0		21.0	20.0	12.0		12.0			10.0	90.0	32.0	16.0	\$ -	\$ -
PERCENT			10%	9%	6%		6%			5%	42%	15%	8%		
6 Intersection Analysis and Concept Design															
6.1 Coordination with SE3			8												
6.2 Intersection Analysis and Concept Design (WBK to provide QAQC)		SE3, LLC	20											\$ 15,686.87	
6.3 Address County Review Comments			12												
SUB-TOTAL	40.0		40.0											\$ 15,686.87	\$ 2,013.20
PERCENT			100%												
7 Preliminary Structural Analysis															
7.1 Evaluate available data from IL Rte 38 reconstruction project															
7.2 Coordinate with the geotechnical engineer	2		2												
7.3 Prepare preliminary designs of retaining wall alternatives															
7.4 Prepare cost estimates for structural support alternatives															
7.5 Prepare a summary write-up fo alternatives, costs & recommendations															
7.6 Retaining Wall TSL and coordination with IDOT (AS NECESSARY)	80		60	8					12						
SUB-TOTAL	82.0		62.0	8.0					12.0					\$ -	\$ -
PERCENT			76%	10%					15%						
8 Preliminary Design Study and Documentation															
8.1 Geometric and Conceptual Roadway Design															
a Develop Preliminary Alignment (2 alternatives) Extended Corridor	15		3			4	8								
b Develop Preliminary Roadway Profile Extended Corridor	18		6			8	4								
c Develop Preliminary Pavement Design and Typical Cross Section															
d Develop Preliminary Cross-Sections for Preliminary Alignment Extended Corridor	16					4	12								
e Preliminary Cross-Sections / Grading Plan For Dention Storage Requirements)	22	2				4	16								
f Develop Preliminary Plan and Profile Plan Sheet	18		2			8	8								
8.2 Locaton and Existing Conditions															
a Narrative (Location, Description of Existing site Conditions and Features, etc.)	6		2			4									
8.3 Proposed Improvement															
a Narrative (purpose and need, design guidelines, description of prop improvements, etc.)	24		4			16	4								
b Preliminary Barrier Warrant Analysis and Remediation	16		2		6	4	4								
c Pedestrian Considerations and Remediation	8		2			4	2								
8.4 Traffic Analysis (PDR Section 3)															
a Narrative (summary, analysis, and countermeasures) of task performed by SE3	4		2			2									
8.5 Right-of-Way Development															
a Narrative describing land use and existing Right-of-way															
b Narraive on Proposed Land Acquisition															
c Tabllize ROW Parcels and Takings															
8.6 Environmental Impacts															
a Narratives (Prime Farmland, Floodplain Encroachment, NPDES, Section 404 Permit,															
b Narrative Special Waste, Environmental Survey, & Section 4(f) Lands, Air Quality, Noise)															
8.7 Maintenance of Traffic															
a Narrative on Impacts to IL Rte 38 and Kautz Road															
b Narrative on Impacts to Fabyan Parkway	6					4	2								
c Work Zone Transportation Management Plan	16					16									
8.8 Public Involvement															
a Narrative	4		4												

Route Kautz Road - South Leg
 Local Agency City of Geneva
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**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1
 IL 38 & Kautz Road Intersection Improvements - Phase I Study**

Description	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Structural Engineer	Senior Scientist	ERS III	ERS I	Professional Land Surveyor	Sub-Consultant Costs	In House Direct Costs
<i>b</i> Other coordination activity (Postmaster, advocacy groups, PACE, etc.)															
8.9 Phase I Design Study - Report															
<i>a</i> Organize Narratives in report format	16		4			12									
<i>b</i> Exhibit and Appendices Preparation	14		2			4	8								
8.10 Prepare Preliminary Engineers Estimate of Probable Construction Cost	18					12	6								
8.11 Assemble, collate, and submit Report (Draft and Final)															
8.12 Address IDOT and LA comments and submit Final Report															
SUB-TOTAL	221.0	2.0	33.0		6.0	106.0	74.0							\$ -	\$ -
PERCENT		1%	15%		3%	48%	33%								
9 Meetings and Coordination															
9.1 Meetings															
<i>a</i> Project initiation (kickoff) meetings (1 meetings @ 2 pers @ 2 hrs)															
<i>b</i> IDOT Coordination Meeting (1 meetings @ 2 pers @ 2 hrs each)															
<i>c</i> KDOT Coordination Meeting (1 meeting @ 2 per @ 2 hrs each)															
<i>d</i> FHWA Coordination Meeting (1 meeting @ 2 per @ 3 hrs each)	3		3												
<i>e</i> Local Agency/Developer coordination meetings (4 meetings @ 2 pers @ 3 hrs each)	12		12												
<i>f</i> Preparation of meeting agenda and exhibits (assumes 5 meetings @ 1 hrs each)			5												
<i>g</i> Meeting Minutes and Project Memos (Assume 5 Meetings @ 2 hrs per mtg.)			10												
SUB-TOTAL	45.0	15.0	30.0											\$ -	\$ 81.00
PERCENT		33%	67%												
10 Funding Alternatives															
10.1 Funding Applications															
<i>a</i> Coordinate with City of Geneva															
<i>b</i> Reasearch Opportunities/Summarize															
<i>c</i> STP Alternative Application Revisions and resubmit			16												
SUB-TOTAL	16.0		16.0											\$ -	\$ -
PERCENT			100%												
11 Project Administration and Management															
11.1 Project Admin															
<i>a</i> Scope of work reviews & Scheduling	2		2												
<i>b</i> Budget Control & Manpower planning	2		2												
<i>c</i> Project team meetings	2		2												
<i>d</i> Contract administration	2		2												
11.2 Task management, Maintain Schedule	4		12												
11.3 Progress Reports	2		12												
SUB-TOTAL	46.0	14.0	32.0											\$ -	\$ 250.00
PERCENT		30%	70%												
12 Public Involvement															
12.1 Organize Meeting	8		4		4										
12.2 Advertisement and Mailings	24		8		16										
12.3 Prepare Displays, Exhibits and Handouts	56		4		4		48								
12.4 Attend Meeting and Record Public Comment	24	6	6		6	6									
12.5 Respond to Comments	20		8		12										
12.6 Coordinate with Team Members	4		4												
12.7 Coordinatne Court Recorder	2		2												
SUB-TOTAL	138.0	6.0	36.0		42.0	6.0	48.0							\$ -	\$ 1,357.00
PERCENT		4%	26%		30%	4%	35%								
13 Right-of-Way/Easement Plat and Legal Description															
13.1 Plat of Highways (Does Not Include Individual Parcel Plats)															
<i>a</i> Plat	32						4	4					24		
<i>b</i> Legals	24												24		
<i>c</i> Submittal to City	4												4		
13.2 Address City comments and resubmit final Plat and Legals	6						2						4		
SUB-TOTAL	66.0						6.0	4.0					56.0	\$ -	\$ 305.10
PERCENT							9%	6%					85%		
TOTALS	1148.0	35.0	38.0	294.0	87.0	60.0	125.0	177.0	97.0	12.0	10.0	93.0	32.0	88.0	\$ 35,068.87
PERCENT		3%	3%	26%	8%	5%	11%	15%	8%	1%	1%	8%	3%	8%	

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
 Job No.

**IL 38 & Kautz Road Intersection Improvements - Phase I Study
 City of Geneva
 EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1**

Development of Project Hourly Rates (IDOT Method)

Item	2016 Actual Rate	2017 Projected @ 3.0% Increase	2018 Projected @ 3.0% Increase	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2016 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	0	12	0	0	0	0
% of Project Duration	0.00%	100.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.000	1.030	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0300

Project Duration: January 1, 2017 to December 31, 2017 = 12 months

Allowed Percentage Escalation 3.00% 1.030

Route Kautz Road - South Leg
Local Agency City of Geneva
Section
Project
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IL 38 & Kautz Road Intersection Improvements - Phase I Study
City of Geneva
EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1

Escalation Factor 1.030

Classification	2016 Actual Rate	\$	<i>Adjusted Rate</i>
Engineer VI	75.75	\$	78.02
Engineer V	57.83	\$	59.56
Engineer IV	48.43	\$	49.88
Engineer III	38.15	\$	39.29
Engineer II	32.23	\$	33.20
Engineer I	26.85	\$	27.66
Engineering Technician IV	46.48	\$	47.87
Engineering Technician III	34.50	\$	35.54
Engineering Technician II	29.80	\$	30.69
Senior Structural Engineer	63.88	\$	65.80
Senior Scientist	67.50	\$	69.53
ERS III	31.00	\$	31.93
ERS I	22.12	\$	22.78
Urban Planner V	67.50	\$	69.53
Urban Planner IV	58.00	\$	59.74
Urban Planner III	36.25	\$	37.34
Urban Planner II	33.75	\$	34.76
Urban Planner I	26.75	\$	27.55
Landscape Architect	32.15	\$	33.11
Professional Land Surveyor	43.50	\$	44.81
Office Professional	23.21	\$	23.91

EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1

In-House Direct Costs (IHDC)

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
 Job No.
 Existing Struc

Consultant **WBK Engineering, LLC**

ITEM	UNITS	UNIT COST	TASK 1		TASK 2		TASK 3	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
				Early Coordination and Data Collection		Topographic Site Survey		Geotechnical Investigation
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00	8	\$360.00		\$0.00
Travel Mileage	MILE	\$0.540	50	\$27.00		\$0.00	20	\$10.80
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$250.00		\$0.00		\$0.00		\$0.00
Court Recorder Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Court House Document Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Traffic Counts and Data Collection	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00	6	\$2,400.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$27.00		\$2,760.00		\$10.80

EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1

In-House Direct Costs (IHDC)

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
 Job No.
 Existing Struc

Consultant **WBK Engineering, LLC**

ITEM	UNITS	UNIT COST	TASK 4		TASK 5		TASK 6	
			Abbreviated Drainage Investigation	Resource Management Activities	Intersection Analysis and Concept Design	QUANT.	TOTAL COST	QUANT.
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00	20	\$13.20
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00	1	\$40.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$250.00		\$0.00		\$0.00		\$0.00
Court Recorder Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Court House Document Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Traffic Counts and Data Collection	UNIT	\$1.00		\$0.00		\$0.00	2,000	\$2,000.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$40.00		\$0.00		\$2,013.20

EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1

In-House Direct Costs (IHDC)

Route Kautz Road - South Leg
 Local Agency City of Geneva
 Section
 Project
 Job No.
 Existing Struc

Consultant **WBK Engineering, LLC**

			TASK 10		TASK 11		TASK 12	
			Funding Alternatives		Project Administration and Management		Public Involvement	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00	250	\$250.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.540		\$0.00		\$0.00	50	\$27.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00	10	\$330.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$250.00		\$0.00		\$0.00	2	\$500.00
Court Recorder Fees	UNIT	\$1.00		\$0.00		\$0.00	500	\$500.00
Court House Document Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Traffic Counts and Data Collection	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Sub-Totals				\$0.00		\$250.00		\$1,357.00

EXHIBIT B - PHASE I ENGINEERING SERVICES - SUPPLEMENT #1

Route Kautz Road - South Leg
Local Agency City of Geneva
Section
Project
Job No.
Existing Struc

**In-House Direct
 Costs (IHDC)**

Consultant WBK Engineering, LLC

			TASK 13	
			Right-of-Way/Easement Plat and Legal Description	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST
DIRECT COSTS				
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00
Travel Mileage	MILE	\$0.540	25	\$13.50
24 x 36 BW Bond Sheets	SHEET	\$0.66	10	\$6.60
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50	10	\$135.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00
Public Notice (News Paper)	UNIT	\$250.00		\$0.00
Court Recorder Fees	UNIT	\$1.00		\$0.00
Court House Document Fees	UNIT	\$1.00	150	\$150.00
Permit Fees	UNIT	\$1.00		\$0.00
Traffic Counts and Data Collection	UNIT	\$1.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00
Sub-Totals				\$305.10



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

January 5, 2017

Mr. Matt Baldwin, P.E.
Wills Burke Kelsey Associates, Ltd.
116 West Main Street, Suite 201
St. Charles, IL 60174-1854

RE: P.N. 58,009 (revised)
Geotechnical Exploration
Kautz Road Extension
Geneva, IL
Kane/DuPage County

Dear Mr. Pottorff:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Preliminary Geotechnical Engineering Services for the above captioned project. It responds to your most recent email dated January 5, 2017. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for pavement design in connection with the Kautz Road Extension.

Project Description:

Our understanding of existing site conditions and the proposed construction are as follow:

- This section of the Kautz Road extension will extend south from the embankment/MSE retaining wall to Fabyan Parkway for approximately 3000 linear feet.
- It is understood that the ground is relatively flat with minor cuts and fills anticipated for roadway construction.

Boring Program:

As directed in your most recent email dated January 5, 2017 the proposed scope of work is to include the following:

- Twelve (12) soil borings for the Kautz Road extension are to be extended to a depth of 10 feet below existing grade.

Total drilling footage on this basis is estimated to be about 120 lineal feet.

For the purposes of this proposal we have assumed that the boring locations will be accessible to conventional drilling equipment. In this regard, they should not be located in standing water, within wooded or landscaped areas, or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration or crop damage (if required) is also not included in the project budget.

Wills Burke Kelsey Associates, Ltd.
P.N. 58,009 (revised) - January 5, 2017

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Ground surface elevations for each borehole will be determined by level survey methods (benchmark to be provided). Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Soil samples will be obtained by standard split-spoon (ASTM D 1586) methods at each boring location in accordance with IDOT procedures. Special circumstances (trees, slopes, power lines, etc.) may dictate use of a small drill rig where soil samples will be obtained by geo-probe methods (i.e. retaining wall west of DuPage River). Subgrade borings will be sampled at 2½-foot intervals to 30 feet and at no greater than 5-foot intervals thereafter, unless unforeseen circumstances present themselves. Representative portions of samples will be sealed, packaged and transported to our laboratory. Groundwater observations will also be made during and following completion of drilling operations, with any boreholes in pavement areas to be backfilled immediately and patched at the surface.

It should be noted that our cost estimate does not include 24 hours water level readings or the installation of piezometers to monitor groundwater fluctuations which may occur seasonally. An additional cost could be included if required.

TSC will attempt to minimize damage or ground disturbance (rutting, etc.) with the drill rig. However, ground disturbance is inevitable and should be expected if work is performed while the ground is soft.

Laboratory Testing:

Samples retained from the borings will be examined by laboratory personnel to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil and AASHTO Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Q_u) on cohesive soils using a proving ring tester, approved by IDOT. Estimate of unconfined compressive strength using a calibrated pocket penetrometer (Q_p) will be obtained on cohesive samples when unconfined compressive strength (Q_u) is not possible. Soil classification tests will be performed on representative subgrade samples to verify visual classifications. Representative subgrade samples will also be tested for Atterberg limits and grain size analysis in accordance with IDOT procedures. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report:

Upon completion of drilling and testing, you will receive an engineering report summarizing field and laboratory test data, including a boring location plan and boring logs. The report will address anticipated soil and groundwater conditions impacting site development, based upon the information obtained from the borings. It will also provide recommendations to guide design and specification

Wills Burke Kelsey Associates, Ltd.
P.N. 58,009 (revised) - January 5, 2017

preparation pertaining to geotechnical issues relevant to the structure or purpose described in this proposal. These may include the following:

- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements for pavements.
- Soil profile sheets are apart of this scope of work.
- Illinois Bearing Ratio (IBR) **not** apart of this scope of work.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Eight Thousand Two Hundred and Fifty Dollars (\$ 8,250.00) to provide the Geotechnical Exploration outlined above. Our proposal is based on the understanding that: the boring locations are accessible to a conventional truck or All-Terrain Vehicle (ATV) mounted drill; none of the borings will be located in standing water; in wooded or landscaped areas or on steeply sloping ground; and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before June 30, 2017.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with additional work. Our invoice would then based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. While our quoted fee does not include excavation, fill, earthwork, footing or foundation observations during construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to delivery of TSC's report would be covered by separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. An environmental and/or analytical testing proposal with additional details and/or associated cost/is being prepared under a separate proposal number.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes and permits that may be required; however, they do not include any license, permits or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Wills Burke Kelsey Associates, Ltd.
P.N. 58,009 (revised) - January 5, 2017

Mr. Brent Pottorff
Wills Burke Kelsey Associates, Ltd.
116 West Main Street Suite 201
St. Charles, IL 60174-1854
Tel: (630) 443-7755
email: Bpottorff@wbkengineering.com

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION


Michael M. Machalinski, P.E.
Vice President

Prepared By


Timothy R. Peceniak, P.E.
Project Engineer

MVM:TRP:nf

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

Wills Burke Kelsey Associates, Ltd.
P.N. 58,009 (revised) - January 5, 2017

COST ESTIMATE
Kautz Road Extension
Geneva, IL
Kane/DuPage County
TSC P.N. 58,009 (revised)

ITEM	UNITS	QTY	RATE	COST	
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and/or Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck and Two Person Crew (Portal-to-Portal)	Lump Sum	1	3,300.00	\$ 3,300.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	60	4.00	\$ 240.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	60	7.00	\$ 420.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	30	14.00	\$ 420.00
3.4	Dry Unit Weight Determination	Each	5	7.00	\$ 35.00
3.5	Atterberg Limit Determination	Each	2	100.00	\$ 200.00
3.6	Sieve Analysis with Hydrometer	Each	2	130.00	\$ 260.00
ENGINEERING SERVICES					
4.1	Prepare Geotechnical Report with Boring Logs and Location Plan	Lump Sum	1	1,250.00	\$ 1,250.00
4.2	Geotechnical Engineer to Address Follow up Questions	Hour	4.0	120.00	\$ 480.00
4.3	Graduate Engineer to Prepare Soil Profiles (WBK to provide base sheets to TSC)	Lump Sum	1.0	1,200.00	\$ 1,200.00
4.4	Geotechnical Engineer to Perform Special Calculations or Run Slope Stability Analyses	Hour	0.0	120.00	\$ 0.00
4.5	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	160.00	\$ 0.00
ESTIMATED TOTAL:				\$ 8,245.00	
RECOMMENDED BUDGET:				\$ 8,250.00	



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name:
Project Address:
City / State / Zip:
Project Manager:
E-Mail:
Telephone:
Fax:
Site Contact:
E-Mail:
Telephone:
Fax:

Send Invoice To:

Purchase Order Number:
Attention:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Important Notes:

[Blank lines for notes]

Completed By:

Signature:
Name:
Date:

Distribute Reports as Follows:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

Name:
Company:
Address:
City / State / Zip:
E-Mail:
Telephone:
Fax:

December 23, 2016



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Mr. Brent Pottorff
WBK Engineering, LLC
116 West Main Street Suite 201
St. Charles, IL 60174-1854

RE: P.N. 58,010
Potentially Impacted Property Evaluation for LPC-662 Form &
Contingency for Soil Sampling and Laboratory Analyses for LPC-663 Form
Kautz Road Extension
Route 38 to Fabyan Parkway
Geneva, IL

Dear Mr. Pottorff:

Testing Service Corporation (TSC) is pleased to submit this proposal to perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form at the above captioned project. The proposal was prepared in response to your request for proposal of December 20.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Project Description:

Our understanding of the existing site conditions and the proposed construction project are as follow:

- Kautz Road is to be extended from Illinois Route 38 to Fabyan Parkway, a distance of approximately 3,500 feet.
- An east-west road will be extended west from the Kautz Road extension, a distance of approximately 1,200 feet.
- Both extensions will be through farmland.
- TSC has provided a separate proposal (P.N. 58,009) to perform soil borings for geotechnical evaluation. Samples from these borings will be available for pH analysis.

Records Review:

TSC will evaluate current Federal and State environmental agency records for the source site and vicinity by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources, both the source site and from adjoining properties which may cause the source site to be considered a PIP. Historical aerial photographs and topographic maps will be reviewed to identify the approximate development date and current and previous usage of the source site and adjoining properties. TSC will also perform a site reconnaissance to evaluate the property for evidence of the use or release of hazardous substances or petroleum products.

TSC will select three soil samples from the geotechnical evaluation for pH analysis.

Based on the results of this review, the TSC Professional Geologist conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities. Based on the reported use, it is expected that the site will likely not be identified as a PIP and that a LPC-662 form may be utilized.

LPC-663 Sampling Program (if required):

In the event that the source site is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO facility selected for disposal of the soil requires analysis for acceptance of the soil, TSC will contact the client to discuss the soil sampling and analysis to be performed for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples collected during the geotechnical evaluation (P.N. 58,009) will be screened using a photo-ionization detector (PID). Two samples will be selected for analysis based on the PIP evaluation and placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The analysis performed will be based on the information identified during the records review and site reconnaissance and/or the requirements of the USFO. Common analysis may include volatile organic compounds (VOCs), polynuclear aromatics (PNAs), RCRA metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time, however the costs of analysis will be discussed with the client prior to analysis. The list of analytical parameters noted are acceptable at the majority of local USFO facilities although analysis of additional parameters may be required by some USFO facilities. Additional cost for analysis of the full MAC list is listed as an optional item in Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included as an attachment to it.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Turnaround Time:

The estimated costs of the outlined scope of services is presented on a Cost Estimate. Completion of the PIP Evaluation and LPC-662 Form can be expected two weeks following collection of soil samples. If sampling and analysis for completion of the LPC-663 Form is required, the report can be expected approximately 2 weeks following sampling at standard laboratory turnaround time of 5-7 business days. If expedited turnaround is needed, 2-3 day turnaround may generally be obtained from the laboratory at a surcharge of 100%. Please notify TSC if you authorize this additional charge.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Consultation, meetings or other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

Closure:

It should be noted that analysis of additional parameters may be required by some USFO facilities. If additional analysis is required, please notify TSC as quickly as possible and TSC can quote the additional costs. Some organic analytical parameters have a holding time of as little as 14 days, after which the laboratory cannot certify the analysis, and resampling of the soil will be necessary. Metals typically have a holding time of 6 months.

The services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added to the invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Brent Pottorff
WBK Engineering, LLC
116 West Main Street Suite 201
St. Charles, IL 60174-1854
Tel: (630) 443-7755
Fax: (630) 443-0533
email: BPottorff@wbkengineering.com

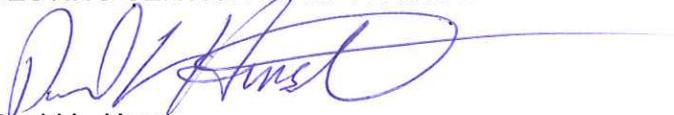
WBK Engineering, LLC
P.N. 58,010 - December 23, 2016

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully submitted,

TESTING SERVICE CORPORATION

Prepared By



David L. Hurst
Environmental Department Manager

Brian K. Walker
Manager, Environmental Assessments

DLH:BKW:lm

Enc: Cost Estimate
General Conditions

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

COST ESTIMATE
P.N. 58,010
Potentially Impacted Property Evaluation
Kautz Road Extension
Route 38 to Fabyan Parkway
Geneva, IL

ITEM		UNITS	QTY	RATE	COST
RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation	Lump Sum	1.0	1,000.00	\$ 1,000.00
IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR FOR LPC-663 ANALYSIS, WHICH WILL ONLY BE PERFORMED FOLLOWING DISCUSSION WITH CLIENT.					
ANALYTICAL TESTING FOR LPC-663 ANALYSIS					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis will be dependent on results of PIP Evaluation)	Each	2	496.00	\$ 992.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	0	\$100 Extraction + \$18/metal	\$ 0.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,618.00	\$ 0.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.E. or P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	500.00	\$ 500.00
3.2	Environmental Manager to Consult, Attend Meetings or Completion of Waste Profile if Soil is Landfilled	Hour	0.0	130.00	\$ 0.00
ESTIMATED COST FOR PIP EVALUATION AND FORM LPC-662					\$ 1,000.00
ESTIMATED ADDITIONAL COST FOR LPC-663 FORM (STANDARD TAT):					\$ 1,492.00
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 FORM (STANDARD TAT):					\$ 2,492.00



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

General Information:

Project Name: _____

Project Address: _____

City / State / Zip: _____

Project Manager: _____

E-Mail: _____

Telephone: _____

Fax: _____

Site Contact: _____

E-Mail: _____

Telephone: _____

Fax: _____

Send Invoice To:

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Important Notes:

Completed By:

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

E-Mail: _____

Telephone: _____

Fax: _____



• 116 W. Main St., No. 208, St. Charles, Il., 60174
 • **9504 East Fowler Rd., Rochelle, Il., 61068**
 Phone 815-562-6007 Fax 815-562-6557
 T. Huddleston mobile 815-757-6007
 Email: huddmac@aol.com

PROPOSAL

Matt Baldwin, PE
WILLS BURKE KELSEY ASSOCIATES
 116 West Main Street, Suite 201,
 St. Charles, Illinois 60174

DATE : December 26, 2016
PROP. # 16277
TERMS: NET 15 DAYS

>> **RE: Land Drainage Investigation and Mapping Professional Services Proposal**

LOCATION: Kautz Road Extension to Fbyan Parkway

> Enclosed please find our proposal for Existing Drainage Systems Location, Evaluation and GPS Survey Mapping Services rendered at the above referenced location and as itemized below.

Proposed Service Description:			
The intent of this proposal is to provide existing drain tile location, evaluation and GPS survey mapping services in regard with typical existing drain tile investigation standards and in accordance with Kane County Stormwater Ordinance Standards (Section no. 12, Geneva Township, Kane Co. Il.,)			
Proposed Services Cost:	Qty.	Cost	Amount
1 Drainage Investigation and Survey Crew (3.5 days) (field construction services including equipment transport)	22 hrs.	360.00	7,920.00
4 Project Consulting Services Hour Basis (GPS field survey, staking, and record plans)	6 hrs	120.00	720.00
5 Heavy Equipment Transport Hour basis, one way only (including all transportation permits, licenses and fees)	n.c.	n.c.	0.00
Proposed Materials Cost: <i>All materials incidental to labor cost</i>			0.00
<p>1 Drainage Investigation and Survey Crew Hour Basis ; is calculated on an hourly basis of \$380.00 including a full drainage tile LOCATION AND SURVEY crew consisting of (4) man location and drain tile measurement crew including electronic and manual investigation equipment, pipeline video equipment, field staking materials, gps and total station survey equipment, field supervision and miscellaneous support equipment. Daily hours are computed by home port to home port.</p> <p>4 Project Consulting Services Hour Basis ; (T.L. Huddleston) is calculated on an hourly basis of \$120.00 including initial project assessment, client consultation, site meetings, Utility locations, GPS land surveying , existing conditions research, project planning, record mapping w/ plots and project supervision.</p>			
TOTAL ESTIMATED CHARGES INCLUDING ALL MATERIALS AND SERVICES			\$8,640.00

Thank you for considering our proposal, we look forward to an opportunity to assist you with the improvement of your land. If you have any questions or thoughts concerning this proposal please call us at 815-562-6007. Should the terms of this letter of agreement meet with your approval, please execute below and return one original.

Respectfully Submitted,

Thomas L. Huddleston III

**T. L. Huddleston, Partner
 Huddleston-McBride Drainage Co.**

ABOVE LETTER OF AGREEMENT ACCEPTED	
THIS _____	DAY OF _____ 2016
BY: _____	
PRINTED NAME	
_____ SIGNATURE	

SE3 Scope of Services for Kautz Road Extension Supplement #1

The proposed scope of work will include the study intersections of IL-38 and Kautz Road and the eventual intersection of Kautz Road at Fabyan Parkway. The land use assumptions are based on the development of property between the two intersections.

1. EARLY COORDINATION AND DATA COLLECTION

Available information from IDOT, Kane County, DuPage County and the City of Geneva will be obtained and reviewed. The information shall, but not be limited to, the following items.

- a. Existing traffic counts
- b. Accident data
- c. Design year traffic projections (CMAP)

It is assumed for the purpose of this proposal that existing traffic counts will be available from one of the above listed agencies. No additional traffic counts are anticipated for this project.

2. INTERSECTION ANALYSIS AND DESIGN

- a. **Development of Project and Design Year Traffic Volumes.** SE3 to obtain traffic model projections from CMAP for the subject roadways. The previously prepared land plan will be utilized to determine the likely traffic impact at the subject intersection. Projected intersection volumes will be prepared for the following analysis periods:
 - i. Initial project opening
 - ii. Design Year
- b. **Revised Project and Design Year Traffic Volumes.** Based on the developer issued land use plan, SE3 will revise the traffic projections and the turning movement volumes. The traffic projections and turning movement volumes will be extended to the intersection of Kautz Road at Fabyan Parkway.
- c. **Conceptual Intersection Analysis for the Two Study Intersections.** The existing intersection of IL-38 and Kautz Road with the extended south leg and the proposed intersection of Kautz Road at Fabyan Parkway shall be evaluated as a signalized intersection.
 - i. Establish signalized intersection layout, criteria and standards
 - ii. Review intersection geometry prepared by others.

- d. **Intersection Design Study (IDS) for The Two Study Intersections.** SE3 will complete the IDS for the two study intersections.
 - i. Prepare IDS base sheets
 - ii. Perform Optimum Phasing Analysis (no corridor coordination timing is anticipated)
 - iii. Perform Capacity Analysis
 - iv. Determine intersection geometry (turn lane requirements)
 - v. Determine storage length for required turn lanes
 - vi. Evaluate vertical geometric constraints (centerline profile, tie-down points)
 - vii. Evaluate sight distance requirements
 - viii. Develop preliminary traffic signal layout plan
 - ix. Develop preliminary pavement marking plan (WBK)
 - x. Prepare and submit IDS drawings for submittal
 - xi. Address City, County and State review comments

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME SE3, LLC
PRIME/SUPPLEMENT WBK Associates

DATE 01/04/17
PTB NO. N/A

CONTRACT TERM 18 MONTHS
START DATE 11/1/2015
RAISE DATE 1/1/2016

OVERHEAD RATE 104.24%
COMPLEXITY FACTOR
% OF RAISE 3.00%

ESCALATION PER YEAR

11/1/2015 - 1/1/2016

1/2/2016 - 1/1/2017

1/2/2017 - 4/31/2017

2
18

12
18

4
18

= 11.11%
= 1.0335

68.67%

23.58%

The total escalation for this project would be:

3.35%

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and assigned by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all

Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific

information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.
10. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.
11. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
12. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of

Agreement".

18. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
19. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
20. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
22. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
23. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
24. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
25. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party

indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses

spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be

responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

31. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.