AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Proposal for Phase II Engineering for the Kautz Road extension – IL 38 to Fabyan Parkway
Presenter & Title:	Brian L. Schiber, P.E. Assistant Director of Public Works/City Engineer
Date:	May 2, 2018

Please Check Appropriate Box:

X	Committee of the Whole Meeting		Special Committee of the Whole Meeting
X	City Council Meeting		Special City Council Meeting
	Public Hearing		Other -

Associated Strategic Plan Goal/Objective: Plan Vison 5, Goal I

Estimated Cost: $ 324,804.57	Budgeted? _X_ Yes ____ No	Other Funding? ____ Yes ____ No

If "Other Funding," please explain how the item will be funded:
415.90.91.95-815.05 $180,000 budget

Executive Summary:

At the October 19, 2015 City Council meeting, the City entered into an engineering services agreement with WBK Engineering for the preliminary Phase I design of the Kautz Road Extension at IL 38. That contract is approximately 80% complete at this time. Attached for your review is an agreement for Phase II design engineering. The intent is to progress into construction on the roadway infrastructure starting next summer. Staff has met with WBK to coordinate the progression of this project and the scope of services necessary to advance this project. WBK has provided the City with a time and material Phase II design proposal in a not to exceed amount of $324,804.57.

WBK has been involved with the Southeast Subarea since 2012, when they completed the first plan (Ord. 2012-41). Therefore, due to their intimate knowledge and experience with this project, Staff is recommending that the City approve this WBK Engineering design proposal.

Attachments: *(please list)*

- Resolution
- WBK Engineering proposal for Phase II engineering for the Kautz Road extension

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

Recommend acceptance of the Proposal for Phase II Engineering for Kautz Road Extension and associated infrastructure improvements for the Southeast Subarea to WBK Engineering, St. Charles, Illinois for the not to exceed amount of **$324,804.57.**

RESOLUTION NO. 2018-43

RESOLUTION AUTHORIZING EXECUTION OF
Proposal for Phase II Engineering for Kautz Road Extension – IL38 to Fabyan Parkway with WBK Engineering

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

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a Phase II design proposal with WBK Engineering in the form attached hereto as Exhibit "A", relating to the roadway extension of Kautz Road between IL 38 and Fabyan Parkway in the City of Geneva, IL. for the not to exceed amount of $324,804.57.

SECTION 2: 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 _____, 2018

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

Approved by me this ____ day of _____, 2018.

_____
Mayor

ATTEST:

_____
City Clerk

WBK engineering

Proposal for Phase II Engineering for Kautz Road Extension – IL 38 to Fabyan Parkway

City of Geneva

April 19, 2018

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 (Client) for professional engineering services for IL 38 & Kautz Road Phase II Engineering Services. Based on conversations with the Client, WBK is providing a proposal to produce the design and plan documents for the extension of Kautz Road from IL 38 to 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 for the extension of Kautz Road from IL 38 to Fabyan Parkway. Following coordination with the Developer, the City directed WBK to provide a proposal to complete Phase II engineering and corresponding design documents for the corridor. The project is being processed by IDOT due to the pursuit of a state funding through the Economic Development Program (EDP) with an anticipated letting in March 2019. The scope of services includes both the IL 38/Kautz and Fabyan/Kautz intersections. A list of assumptions is included below.

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:

- The project is currently scheduled for spring 2019 construction, and is planned to be completed in 2 stages (south half first, northern half second after settlement achieved for grading)
- The Kautz Road corridor will be a public 3 lane roadway, and is intended as a truck route.
- No study of the Cherry Lane extension is included in the scope
- WBK design process will be consistent with IDOT and KDOT Phase II requirements in order to be eligible for State or Federal Funding and to meet the design standards of applicable local agencies.
- The Scope of Services is for the Kautz Road Corridor only, and will extend from IL 38 to Fabyan Parkway, including both intersections. All site development to be completed by the Developer.

- The scope of services generally includes (detailed scope attached, Exhibit A), and will be consistent with IDOT and KDOT design standards, where applicable:
    - Roadway, lighting, public utilities (sewer and water), drainage design, and stormwater management for the extension of Kautz Road ROW corridor.
    - Design and permitting of watermain and sanitary sewer along the Kautz Road ROW corridor (including the watermain connection at Dawn Road)
    - Sanitary lift station (if necessary) for the proposed sanitary sewer along the Kautz Road extension
    - Signal design at IL 38 and Fabyan Parkway per IDOT and KDOT design standards, respectively
    - All necessary permitting (IDOT permit not required because being processed by State)
    - Plan Deliverables (both electronic and paper), including: plans, specifications and special provisions, and cost estimates
    - Coordinate with project stakeholders on the City's behalf and meeting attendance as needed
- The Developer will generally be responsible for:
    - Site design, roadways, grading plans, detention ponds, etc. beyond the Kautz Road ROW corridor
    - Platting and dedicating the right-of-way for the public roadway (Kautz Road extension)

Project Exclusions

Based on our current understanding of the project scope the following items were considered unnecessary for the successful completion of Phase II engineering:

- Individual Plats – A Plat of Highways and Legal Description where completed in accordance with the IDOT Bureau of Land Acquisition's requirements. The plat will be utilized to complete the right-of-way acquisition. This item does not include development of Individual Plats if required by the City.
- Permit Fees – Permitting fees are not included in this contract and will be considered additional, if required.
- KDSWCD Permit – A Kane-DuPage Soil and Water Conservation District Permit is not required based on the project scope, location and lack of a USACE 404 Permit
- The electrical substation and conduit layout is to be provided by the City
- The extension of Cherry Lane is not included in the 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	Project Setup, Geotech, Utility and Developer Coord	$37,702.14
Task 2	Supplemental Survey	$5,699.95

Task 3	Kautz Road Corridor Design Plans	$218,461.89
Task 4	Specifications and Special Provisions	$11,711.38
Task 5	Quantity Calculations	$9,708.38
Task 6	Cost Estimates and Contract Time	$3,459.85
Task 7	Permitting and Environmental Coordination	$16,673.92
Task 8	Meetings and Client Coordination	$7,939.92
Task 9	Project Administration and Management	$13,447.14
	TOTAL	**$324,804.57**
	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,

PJ Fitzpatrick, PE
Transportation Practice Principle

Matt Baldwin, PE, PTOE
Project Manager

Encl: Scope of Services
CECS
Subconsultant Proposals (TSC, SE3, Gandhi, CMT)
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: City Administrator

DATE: 07/19/2018

Route	Kautz Road Extension & Intersection Improvements
Local Agency	City of Geneva
Section	17-00155-00-PV
Type of Funding	Economic Development Program (EDP)

EXHIBIT A
PHASE II ENGINEERING FOR KAUTZ ROAD EXTENSION – IL 38 TO FABYAN PARKWAY
CITY OF GENEVA
SCOPE OF SERVICES

The City of Geneva has initiated a project requiring professional engineering services for the performance of Phase II Design Engineering for the extension of Kautz Road from Illinois Route 38 to Fabyan Parkway. The following outlines the proposed scope of services.

UNDERSTANDING OF THE PROJECT

WBK Engineering, LLC (WBK) has prepared this Scope of Work for Phase II Engineering Services based on our knowledge of the project from completing the Phase I Design Report and information received at the various Phase I progress meetings with the City of Geneva, Illinois Department of Transportation and the Kane County Division of Transportation.

The Phase II design is anticipated to begin on May 1, 2018 with construction anticipated for spring of 2019.

The project deliverables shall be consistent with all IDOT and KDOT design standards, where applicable. WBK will submit plan deliverables to both agencies for review and concurrence during the design process.

ELEMENTS OF PHASE II STUDY

Based on the Phase I engineering, the following items have been identified as essential components of the scope of services:

- Project Setup, Geotechnical Engineering, Utility and Site Development Coordination
- Supplemental Surveys
- Kautz Road Corridor Design Plans
- Specifications and Special Provisions
- Quantity Calculations
- Cost Estimate and Contract Time
- Permitting and Environmental Coordination
- Meetings and Client Coordination
- Project Administration and Management

SCOPE OF SERVICES

1. Project Setup and Utility Coordination

1.1 **Project Setup.** General project setup to convert and transition pertinent Phase I documents and electronic files to be used for the Phase II design.

1.2 **Site Visit.** WBK anticipates an additional site visit in order to confirm existing conditions.

1.3 **Utility Coordination**. WBK will coordinate on behalf of the City to assist utilities with determining their facility location, conflict determination with the proposed work items and resolution of those conflicts.

- Project status letters will be prepared to the individual utility companies along with location map.
- WBK will verify the utilities identified on the atlas maps provided by the utilities.

WBK will identify potential utility conflicts with the proposed improvements, record the locations in an excel file and document with a photo log. These documents will be utility specific and sent to each company for evaluation and verification. Cover letters will be developed by WBK and printed final on City letterhead for the submittal.

Pre-final plans will be sent to the utility companies. This submittal will include location of conflicts identified by the utilities and possible solutions and adjustments to resolve conflicts. Cover letters will be developed by WBK and printed final on City letterhead for the submittal.

WBK will review all utility permit request submitted to the City to check that the relocations are consistent with coordination and the proposed improvements.

WBK will assist the City in the coordination effort to obtain utility relocation schedules and relocation cost of utilities for those within dedicated easements.

1.4 **Supplemental Geotechnical Report.** A geotechnical investigation will be required to provide subgrade and CCDD analysis for the southern intersection improvements and in areas where excavation is anticipated for new utilities. For detailed scope of task to complete the geotechnical study see Testing Service Corporation detailed scope of services.

1.5 **Site Development Coordination.** WBK anticipates several coordination calls and meetings with the developer in order to coordinate design details. In addition, as discussed at the most recent project coordination meeting, the plan deliverables will be packaged based on the staging of the project corridor. This task includes (1) one repackaging effort of the plan deliverables based the coordinated project staging.

The repackaging effort will include identifying an agreed upon matchline for Phase I and II of construction, revising sheet station limits, updating the project quantities and cost estimates, plan specifications and project deliverables accordingly. The Phase I and Phase II limits will be coordinated with the City prior to proceeding with any revisions.

2. Supplemental Surveys

The City's datum and control points will be used for all survey work.

Pick-Up Survey. Re-establish vertical and horizontal control points for supplemental surveys and for permanent reference on the Alignment, Ties and Benchmark plan sheet to be included in the plans and used by the Contractor in Phase III.

WBK will provide a detailed topographic survey of Kautz Road north of Illinois Route 38. The extent of the intersection improvements north of the intersection were not known in Phase I and this survey was not field completed in Phase I.

WBK has not included effort in the scope of services to establish the proposed right-of-way corridor in the field as it is anticipated, based on the most recent coordination meeting, that the Developer's engineer will be responsible for all right-of-way dedication and plats for the roadway corridor. WBK will provide any necessary MicroStation and/or CAD files required for the Developer to establish the proposed roadway right-of-way.

3. Kautz Road Corridor Design Plans

The plans will be developed and submitted to IDOT as three (3) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered approximately ninety-five percent (95%) complete, with only minor design details or review comments not included. The second submittal will be the final submittal and for this project scope will be considered one hundred percent (100%) complete. IDOT as part of the "IDOT final check" of the plans and contract documents prior to submittal to the Central Office requires a third submittal to address final comments and is considered the third submittal. The final and final check submittal will include quantity calculations, cost estimate, contract time and special provisions.

3.1 The roadway plans are working drawings that show the location, configuration and dimensions of the prescribed work that includes: layouts, profiles, structures and other necessary details. The civil plans will be prepared under the supervision of a Professional Engineer. The civil plan set will consist of the following drawings:

o Title Sheet	1 Sheet
o Index of Sheets, IDOT Standards and General Notes	1 Sheet
o Summary of Quantities	5 Sheets
o Schedule of Quantities	4 Sheets
o Alignment, Ties and Benchmarks	1 Sheet
o Existing Typical Sections	3 Sheets
o Proposed Typical Sections	3 Sheets
o Existing Conditions and Removals	6 Sheets
o Roadway Plan & Profile	12 Sheets
o Maintenance of Traffic Plan & Details	8 Sheets
o Erosion and Sediment Control Plan	6 Sheets
o Erosion and Sediment Control Details	3 Sheets
o Drainage Plan and Profiles	12 Sheets
o Detention Pond Grading Plans	3 Sheets
o Watermain and Sanitary Sewer Plan and Profiles	16 Sheets
o Watermain Sequences of Construction Plan	1 Sheet
o Pavement Marking, Signing and Landscaping Plan	6 Sheets
o Intersection Grading Plan	2 Sheets
o Plat of Highways – Reference Only	4 Sheets
o ADA Ramp Elevation and Layout Details	2 Sheets
o Traffic Signal Plans	8 Sheets
o Watermain Details	2 Sheets
o Sanitary Sewer Details	1 Sheet
o Structural Plans for IL 38 Bridge Approach Slab Modification	4 Sheets

o General Construction Details	4 Sheets
o District One Standard Details	12 Sheets
o Cross Sections – Kautz Road	34 Sheets
o Cross Sections – Fabyan Parkway	6 Sheets

This task includes the design of the watermain and sanitary sewer along the proposed Kautz Road ROW and the extension of the watermain to connect at Dawn Road.

3.2 **Traffic Signals Plans (IL 38 and Kautz Road).** SE3 has been added to the project team to provide traffic signal design for the signal modification required at Illinois Route 38 and Kautz Road.

The scope shall include related plans, special provisions, details, and construction cost estimate. See SE3's proposal dated March 23, 2018 for additional details (attached).

WBK will be responsible for designing the traffic signal (future) and interconnect plans at Kautz Road and Fabyan Parkway.

3.3 **Street Lighting Plans.** Gandhi and Associates will be providing lighting design services for the extension of Kautz Road, from IL 38 to Fabyan Parkway. It is anticipated that IDOT will require transitional lighting along IL 38 at the Kautz Road/IL 38 intersection and that the proposed lighting will extend to approximately 300' north of the Kautz Road/Fabyan Parkway intersection.

The scope shall include related plans, special provisions, details, and construction cost estimate. See Gandhi's proposal dated March 19, 2018 for additional details (attached).

3.4 **Lift Station Design Calculations.** WBK will coordinate the sanitary lift station design (if necessary) for the extension of Kautz Road and corresponding industrial site. WBK will be responsible for designing the sanitary sewer, force main, and site grading.

See CMT's proposal dated April 19, 2018 for additional details (attached).

3.5 **Approach Pavement Modifications and Coordination.** Intersection improvements will require the modification of the existing bridge approach pavement for the IL 38 over U.P.R.R Bridge. WBK will inspect and document the existing bridge approach pavement condition and coordination with IDOT Bureau of Bridges and Structures (BBS) for modifications to this state owned structure.

3.6 **Packaging of Plan Submittals.** The work under this task includes time associated with preparing plot files, coordination of printing and distribution of plans to all stakeholders (two submittals). The Scope of Services also includes direct cost for printing and distribution of the documents to the various agencies. The final number of copies will be as directed by IDOT. The Scope of Services estimates the following number of major documents for submittals:

Pre-Final Submittal:

Plans:	Geneva	2 copies 11"x17" Plans Sets
	IDOT	7 copies 11"x17" Plans Sets
	KDOT	1 copy 11"x17" Plans Set
	Utilities	6 copies 11"x17" Plans Sets
	Batavia	1 copy 11"x17" Plan Set
	Internal QA Review	2 copies 11"x17" Plans Sets

Special Provisions:	Geneva	2 copies
	IDOT	7 copies
	KDOT	2 copies

Final Submittal:

Plans:	Geneva	1 copy 11"x17" Plans Set
	IDOT	2 copies 11"x17" Plans Sets
	KDOT	1 copy 11"x17" Plans Set
	Batavia	1 copy 11"x17" Plans Set
Special Provisions:	Geneva	1 copy
	IDOT	2 copies
	KDOT	1 copy

Prior to each submittal, the civil plans will be reviewed by a WBK Senior Project Engineer to assure integrity of the design intent, completeness and correctness of the design as it pertains to construction operations and methods.

3.7 **Disposition of Review Comments.** The final two submittals will include a formal Disposition of Comments that addresses all review comments regarding the plans from IDOT and any other relevant agency.

3.8 **Drainage Calculations.** WBK will use the preliminary drainage design completed during phase I and advance it during Phase II. Anticipated locations requiring additional design include design of the detention facilities and control outlets for the corridor. This task includes coordinating with SPACECO, Inc on the proposed site plan to provide drainage infrastructure within the roadway corridor that compliments the development site drainage. Since the scope of site plan revisions is unknown at this time, we have assumed two minor revisions to the roadway drainage based on changes to the site plan.

3.9 **QAQC and Constructability Review.** Prior to the Final submittal, the civil plans will be reviewed by a WBK Construction Engineer to assure the constructability of the proposed plans. Necessary revisions will be incorporated in the Final plan document submittal.

3.10 **Bidding Assistance.** WBK will assist the City in advertising the plans for bid, as it is anticipated the plans will follow the IDOT local letting process, given the anticipated use of MFT funds.

4. Specifications and Special Provisions

4.1 **Contract Documents.** WBK will prepare contract specifications and special provisions for each submittal stage of the project. The *IDOT Standard Specifications* and *Supplemental Specifications* are included by reference in the first paragraph of the project Special Provisions. Applicable *IDOT Recurring Special Provisions* and *Recurring Local Roads and Streets Special Provisions* will be included by reference by use of the Check Sheet for Supplemental Specifications and Recurring Special Provisions.

Where a project work item contains work, material, unique sequence of operations or any other requirements that are not included in the *Standard Specifications*, *Supplemental Specifications, Recurring Special Provisions, BDE Special Provisions* or *Guide Bridge Special Provisions*, a project specific Special Provision will be written by WBK. These Special Provisions will conform to the requirements of Section 11-3 of the *BLRS Manual* and the *BDE Manual, Chapter 66*.

4.2 **Submittals.** The work under this task includes time associated with preparing specifications documents, coordination of printing and distribution of contract documents to all stake holders.

4.3 **Disposition of Review Comments**. The final two submittal will include a formal Disposition of Comments that addresses all review comments regarding the plans from IDOT and any other relevant agency.

5. Quantity Calculations

5.1 **Quantity Computations.** Earthwork computations, pavement computations and other quantity calculations will conform to the requirements of Section 11-5 of the *BLRS Manual* and the *BDE Manual, Chapter 64*.

WBK will prepare quantity computations for each submittal stage of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.

The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to IDOT as requested.

The *Standard Specifications for Road and Bridge Construction, Supplemental Specifications* and the *Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will determined from the *IDOT Coded Pay Items* on the IDOT website.

5.2 **QAQC.** Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer.

6. Cost Estimate and Contract Time

6.1 **Cost Estimate.** WBK will prepare engineering opinions of probable construction costs for each submittal stage of the project. Utilizing the pay items and quantities, opinions of costs will be produced. Itemized costs will be determined using available guides and bid tabulations from similar projects. In addition, the pay item reports with awarded prices from IDOT's website will be used to approximate current unit costs.

BLRS Form 11510 will be used to prepare the cost estimate and will include pay item number, item, unit, quantity, unit cost and total cost.

Prior to each submittal, the cost estimate for civil quantities will be reviewed by a WBK Senior Project Engineer.

6.2 **Contract Time.** WBK will prepare engineering opinions of contract time for each submittal stage of the project. Itemized production rates will be determined using

established guideline shown in the IDOT Chapter 66 of the *Bureau of Design and Environment Manual*.

BDE Form 220A will be used to prepare the contract time and will include item number, item, unit, quantity, average production rate, and number of working days.

6.3 **Lump Sum Items.** WBK will prepare a cost breakdown for all Lump Sum pay items required by IDOT. The cost breakdown computations will be done in spreadsheet format utilizing Microsoft Excel.

7. Permitting and Environmental Coordination

7.1 **Stormwater Permit.** City of Geneva Stormwater Permit. WBK will prepare a submittal for the Stormwater Management Permit under the Kane County Stormwater Ordinance as administered by the City of Geneva. The submittal will address the ordinance requirements as they pertain to floodplain, wetlands, the proposed wetland impacts, buffers, and required mitigation. We will meet with the City once to discuss the project and will provide one set of revisions to the permit applications. Permit Application/Review fees are not included in our scope of work. The stormwater permit application will only apply to the roadway improvements and not include the site development aspects of the property.

7.2 **US Army Corps of Engineers Letter of No Objection.** WBK understands that the proposed project may be completed with no permit from the US Army Corps of Engineers (USACE). However, the project is located adjacent to a waters of the US which is regulated by the USACE; therefore a Letter of No Objection needs to be requested. If the proposed project will impact a waters of the US, a permit may be required from the USACE. If required, WBK will provide scope and budget for a Section 404 permit application to the USACE.

WBK will prepare and submit, on your behalf, a Letter of No Objection (LONO) to the US Army Corps of Engineers Chicago District. The LONO packet will be prepared based on plans and the Wetland Assessment Report prepared by WBK. WBK will submit the LONO application which includes a Request for Letter of No Objection form, Wetland Assessment Report, Project Description, Plans, and any other supporting documentation requested by the USACE. The Request for Letter of No Objection form will require a land owner signature.

7.3 **Notice of Intent.** WBK will submit a Notice of Intent (NOI), including the corresponding SWPPP, on the City's behalf once the project has been awarded.

7.4 **IEPA Water main Permit.** WBK will prepare and submit the IEPA Water main Construction Permit for the relocation of the City of Geneva water main that may be required due to the proposed improvements to the intersection.

7.5 **IEPA Sanitary sewer Permit.** WBK will prepare and submit the IEPA sanitary sewer Construction Permit for the proposed City of Geneva sanitary sewer facilities.

7.6 **Wetland Banking.** WBK will assist the City in acquiring the necessary wetland credits for impacts to existing wetlands within the proposed roadway corridor. It is anticipated that the Prairie Green wetland bank will be used for this project.

7.7 **PSI.** Based on results from the PESA, completed during Phase I, it was determined that REC's exist within the project corridor. The environmental testing to be completed by TSC (attached) will determine if a LPC-662 or 663 form is required in order to meet

CCDD requirements. WBK will use the testing results to determine if non-special waste, special waste, or hazardous materials are present within the project corridor. A summary of the results will be presented in the Preliminary Site Investigation (PSI), to be completed by WBK.

8. Meetings and Client Coordination

8.1 **Phase II Kickoff Meeting.** Phase II Kickoff Meeting with IDOT (assume 1 meeting).

8.2 **Meetings.** Local Agency/Stake Holder Coordination Meeting (assume 3 meetings).

8.3 **Meeting Agendas and Minutes.** The work-hour estimate includes time associated with meeting preparation, agendas, exhibits, and meeting minutes (assume 4 meetings).

8.4 **General Project and Stakeholder Coordination.** The work-hour estimate includes time for general client and stake holder coordination regarding design elements. In addition the effort necessary to coordinate the IGA between Batavia, Geneva, and KDOT for the traffic signal at Kautz/Fabyan Parkway is included in this task.

9. Project Administration and Management

9.1 WBK will prepare and monitor the project schedule and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of work reviews, resource planning, internal team coordination and contract administration.

9.2 The work-hour estimate includes time associated with general administration task and budget control and invoicing.

9.3 The work-hour estimate includes time associated with preparation of progress reports.

9.4 The work-hour estimate includes time associated with the Project Manager reviewing all elements of the plans, specifications, quantities, and cost estimates to assure completeness and correctness.

9.5 The work-hour estimate includes time associated with work plan development, man-power planning, scheduling, contract administration, budget control, internal team meetings, and project post mortem / close out.

9.6 **RFIs.** WBK will document and respond to RFIs during construction.

9.7 **Preconstruction Meeting.** A qualified member of WBK's staff will attend the preconstruction meeting to answer any questions from the selected contractor.

9.8 **Electronic Files.** WBK will provide electronic design files for the Contractor to lay-out the project.

EXCLUSIONS TO THE SCOPE OF SERVICES

The foregoing outlines WBK's understanding of the Scope of Services required for the successful completion of the Phase II engineering for the project. The following tasks or items were deemed unnecessary for this project, were excluded from the Scope, and would be considered as additional services if required by IDOT, the City, KDOT, or any other agency for the successful completion of the project.

- **Individual Plats** – A Plat of Highways and Legal Description where completed in accordance with the IDOT Bureau of Land Acquisition's requirements. The plat will be utilized to complete the right-of-way acquisition. This item does not include development of Individual Plats if required by the City.

- **Permit Fees** – Permitting fees are not included in this contract and will be considered additional, if required.

- **KDSWCD Permit** – A Kane-DuPage Soil and Water Conservation District Permit is not required based on the project scope, location and lack of a USACE 404 Permit

- The electrical substation and conduit layout is to be provided by the City

- The extension of Cherry Lane is not included in the scope of services

PHASE II ENGINEERING SERVICES
EXHIBIT B - Kautz Road Extension - IL 38 to Fabyan Parkway
City of Geneva

Route FAU 2286
Local Agency City of Geneva
Section 17-00115-00-PV
Project
Job No.
Existing Structure No.

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 ○

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

Overhead Rate (OH)	145.24 %
Complexity Factor (R)	0.000
Calendar Days	330

Date: 4/19/2018

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	Project Setup, Geotech Engineering, Utility and Site Development Coord						$ 24,000.00	$ -	$0.00	$24,000.00
		Engineer IV	10.0	$46.83	$468.30	$680.16			$166.53	$1,314.99
		Engineer III	22.0	$36.88	$811.36	$1,178.42			$288.52	$2,278.30
		Engineering Technician IV	32.0	$47.74	$1,527.68	$2,218.80			$543.24	$4,289.72
		Engineering Technician III	58.0	$35.73	$2,072.34	$3,009.87			$736.92	$5,819.13
2	Supplemental Surveys						$ -	$ 270.00	$39.15	$309.15
		Engineering Technician III	32.0	$35.73	$1,143.36	$1,660.62			$406.58	$3,210.56
		Engineering Technician II	28.0	$27.73	$776.44	$1,127.70			$276.10	$2,180.24
3	Kautz Road Corridor Design Plans						$ 85,900.00	$ 748.80	$108.58	$86,757.38
		Engineer V	68.0	$62.27	$4,234.36	$6,149.98			$1,505.73	$11,890.07
		Engineer IV	82.0	$46.83	$3,840.06	$5,577.30			$1,365.52	$10,782.88
		Engineer III	402.0	$36.88	$14,825.76	$21,532.93			$5,272.01	$41,630.70
		Engineering Technician IV	169.0	$47.74	$8,068.06	$11,718.05			$2,868.99	$22,655.10
		Engineering Technician III	437.0	$35.73	$15,614.01	$22,677.79			$5,552.31	$43,844.11
		ERS III	10.0	$32.11	$321.10	$466.37			$114.18	$901.65
4	Specifications and Special Provisions						$ -	$ 675.00	$97.88	$772.88
		Engineer IV	18.0	$46.83	$842.94	$1,224.29			$299.75	$2,366.98
		Engineer III	20.0	$36.88	$737.60	$1,071.29			$262.29	$2,071.18
		Engineering Technician IV	44.0	$47.74	$2,100.56	$3,050.85			$746.95	$5,898.36
		Engineering Technician III	6.0	$35.73	$214.38	$311.37			$76.23	$601.98
5	Quantity Calculations						$ -	$ -	$0.00	$0.00
		Engineer IV	8.0	$46.83	$374.64	$544.13			$133.22	$1,051.99
		Engineer III	28.0	$36.88	$1,032.64	$1,499.81			$367.21	$2,899.66
		Engineering Technician IV	16.0	$47.74	$763.84	$1,109.40			$271.62	$2,144.86
		Engineering Technician III	36.0	$35.73	$1,286.28	$1,868.19			$457.40	$3,611.87
6	Cost Estimates and Contract Time						$ -	$ -	$0.00	$0.00
		Engineer IV	10.0	$46.83	$468.30	$680.16			$166.53	$1,314.99
		Engineering Technician IV	16.0	$47.74	$763.84	$1,109.40			$271.62	$2,144.86
7	Permitting and Environmental Coordination						$ -	$ 116.16	$16.84	$133.00
		Engineer V	10.0	$62.27	$622.70	$904.41			$221.43	$1,748.54
		Engineer IV	1.0	$46.83	$46.83	$68.02			$16.65	$131.50
		Engineer III	32.0	$36.88	$1,180.16	$1,714.06			$419.66	$3,313.88
		Engineering Technician IV	32.0	$47.74	$1,527.68	$2,218.80			$543.24	$4,289.72
		Engineering Technician III	13.0	$35.73	$464.49	$674.63			$165.17	$1,304.29
		Senior Scientist	6.0	$69.56	$417.36	$606.17			$148.41	$1,171.94
		ERS III	45.0	$32.11	$1,444.95	$2,098.65			$513.82	$4,057.42

PHASE II ENGINEERING SERVICES
EXHIBIT B - Kautz Road Extension - IL 38 to Fabyan Parkway
City of Geneva

Route FAU 2286
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Job No.
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*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH)	145.24 %
Complexity Factor (R)	0.000
Calendar Days	330

Date: 4/19/2018

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
		ERS I	8.0	$23.31	$186.48	$270.84			$66.31	$523.63
8	Meetings and Client Coordination						$ -	$ 107.00	$15.52	$122.52
		Engineer VI	11.0	$78.21	$860.31	$1,249.51			$305.92	$2,415.74
		Engineer IV	37.0	$46.83	$1,732.71	$2,516.59			$616.15	$4,865.45
		Engineering Technician IV	4.0	$47.74	$190.96	$277.35			$67.90	$536.21
9	Project Administration and Management						$ -	$ 276.75	$40.13	$316.88
		Engineer VI	16.0	$78.21	$1,251.36	$1,817.48			$444.98	$3,513.82
		Engineer IV	66.0	$46.83	$3,090.78	$4,489.05			$1,099.08	$8,678.91
		Engineering Technician IV	4.0	$47.74	$190.96	$277.35			$67.90	$536.21
		Engineering Technician III	4.0	$35.73	$142.92	$207.58			$50.82	$401.32
	Totals		1841.0		$ 75,638.50	$ 109,857.37	$ 109,900.00	$ 2,193.71	$ 27,214.99	$ 324,804.57

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WORK HOUR ESTIMATE FOR CONSULTING SERVICES
PHASE II ENGINEERING SERVICES
EXHIBIT B - Kautz Road Extension - IL 38 to Fabyan Parkway

		Description	Sht.	Hrs/Sht.	Total	Chk.	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Scientist	ERS III	ERS I	Sub-Consultant Costs	In House Direct Costs
1	**Project Setup, Geotech Engineering, Utility and Site Development Coord**																	
	1.1	Review Existing Data, File Structure, File setup, reports, and design parameters							2		4	4						
	1.2	Site Visit									4							
	1.3	a. Utility Investigation (J.U.L.I.E. Design Locate Request & Utility Coordination)																
		Contact JULIE								1								
		Verify non-JULIE facilities								2								
		Update base drawing										2						
		b. Identify Conflicts, Prepare Conflict Exhibit and Spreadsheet, Utility Photolog								2								
		Submit project intorduction and scheduling letters with preliminary PnP to each facility								2								
		Provide excel spread sheet with each conflict identified and location of each								2								
		Provide site photolog and inventory of each each facility								1								
		c. Coordinate With Utility on Resolution of Conflicts								2								
		Provide Electronic Cadd Files										2						
		Provide working solutions and resolution to conflcit								2								
		d. Send Pre-final Plans to Utility Companies When Completed										2						
	1.4	Supplemental Geotech Report **Testing Service Corporation**							4	4							$ 24,000.00	
	1.5	Site Development Coordination																
		Coordination with Site Developer							4	4								
		Plan Revisions to Accommodate Development									24	48						
		SUB-TOTAL			**122.0**				**10.0**	**22.0**	**32.0**	**58.0**					**$ 24,000.00**	**$ -**
		PERCENT							8%	18%	26%	48%						
2	**Supplemental Surveys**																	
	2.1	Field Surveys										16	16					
		Determine extent of field surveys																
		Perform pickup surveys																
		Pavement Condition Field Condition																
		Re-establish horizontal and vertical datum/control										8	8					
		Download surveys										4	4					
		Modify base drawing										4						
		SUB-TOTAL			**60.0**							**32.0**	**28.0**				**$ -**	**$ 270.00**
		PERCENT										53%	47%					
3	**Kautz Road Corridor Design Plans**																	
	3.1	***Roadway***	**Sht.**	**Hrs/Sht.**	**Total**	**Chk.**												
		Title Sheet	1	2	2	2						2						
		Index of Sheets, State Standards & General Notes	1	5	5	5					1	4						
		Summary of Quantities	5	1	5	5					2	3						
		Schedule of Quantities	4	6	24	24				8	8	8						
		Alignment, Ties & Benchmarks	1	6	6	6					1	5						
		Existing Typical Sections	3	6	18	18				6	2	10						
		Proposed Typical Sections	3	8	24	24				4	2	18						
		Existing Conditions and Removals	6	8	48	48				16	8	24						
		Roadway Plan & Profile	12	10	120	120			4	30	16	70						
		Maintenance of Traffic Plan & Details	8	10	80	80			8	24	16	32						
		Erosion and Sediment Control Plan and Details	6	8	48	48				16	8	16			8			
		Erosion and Sediment Control Plan and Details	3	2	6	6						4			2			
		Drainage Plan & Profiles	12	9	108	108		12	8	20	20	48						
		Detention Pond Grading Plans	4	8	32	32		4		12	1	15						
		Watermain and Sanitary Sewer Plan & Profilles	12	8	96	96			8	24	18	46						
		Watermain Sequence of Construction Plan	1	12	12	12					8	4						
		Pavement Marking, Signing and Landscaping Plan	6	4	24	24				12	4	8						
		Intersection Grading Plans	2	10	20	20				4	4	12						
		Plat of Highways (For reference Only)	4	0.5	2	2						2						
		ADA Ramp Elevation and Layout Details	2	8	16	16				12	1	3						
		Traffic Signal Plans - Il 38 (By Others)	4															
		Traffic Signal and Interconnect Plans - Fabyan (WBK)	4	25	100	100			8	84	8							
		Street Lighting Plans (By Others)	10															
		Watermain Details	2	6	12	12				2	5	5						
		Sanitary Sewer Details	1	6	6	6				2	2	2						
		Structural Plan - Approach Demolition and Details	1	28	28	28		8		20								
		Structural Plan - Approach Slab Plan and Sections	1	28	28	28		8		20								
		Structural Plan - Approach Slab Details	1	28	28	28		8		20								
		Structural Plan - Preformed Join Seal Plan and Details	1	28	28	28		8		20								
		General Construction Details	4	6	24	24				6	6	12						
		District One Standard Details	12	1	12	12						12						
		Cross Sections - Kautz Road	34	2	68	68				20	8	40						
		Cross Sections - Fabyan Road	6	3	18	18					2	16						
		Total Civil Sheets	**177**		**1048**	**1048**												
	3.2	Traffic Signal Plans and Details (IL 38 and Kautz)				**SE3**						2					$ 16,116.00	
	3.3	Street Lighting Plans				**Gandhi and Assoc.**						2					$ 33,860.00	
	3.4	Lift Station Design and Calculations				**CMT**			8								$ 35,924.00	
	3.5	Structural Inspection and BBS Coordination for Bridge Approach Modification				8		4		4								

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WORK HOUR ESTIMATE FOR CONSULTING SERVICES
PHASE II ENGINEERING SERVICES
EXHIBIT B - Kautz Road Extension - IL 38 to Fabyan Parkway

	Description		Engineer VI	Engineer V	Engineer IV	Engineer III	Engineering Technician IV	Engineering Technician III	Engineering Technician II	Senior Scientist	ERS III	ERS I	Sub-Consultant Costs	In House Direct Costs
	3.6 Coordinate, Assemble & Submit Pre-Final and Final Plan Sets (Two Submittal)	8					4	4						
	3.7 Disposition of Roadway Comments	8			6		2							
	3.8 Storm Sewer Design and Drainage Calculations	40		8	16	16								
	Coordination with site developer on drainage of lots versus roadway drainage (2 rev)	22		6	16									
	3.9 QA Constructability Review	18		2			8	8						
	3.10 Bidding assistance	4					4							
	SUB-TOTAL	**1168.0**		**68.0**	**82.0**	**402.0**	**169.0**	**437.0**			**10.0**		**$ 85,900.00**	**$ 748.80**
	PERCENT			6%	7%	34%	14%	37%			1%			
4	**Specifications and Special Provisions**													
	4.1 Contract Documents (Pre-Final and Final - Two Submittals)	72			12	20	40							
	4.2 Submit Pre-final and Final specifications and contract documents	8			2			6						
	4.3 Address City of Aurora review comments	8			4		4							
	SUB-TOTAL	**88.0**			**18.0**	**20.0**	**44.0**	**6.0**					**$ -**	**$ 675.00**
	PERCENT				20%	23%	50%	7%						
5	**Quantity Calculations**	Chk.												
	5.1 Earthwork calculations - Cut, fill & unsuitable volume	24						24						
	Quantities Computations and Check	48				20	16	12						
	5.3 QA Review	16			8	8								
	SUB-TOTAL	**88.0**			**8.0**	**28.0**	**16.0**	**36.0**					**$ -**	**$ -**
	PERCENT				9%	32%	18%	41%						
6	**Cost Estimates and Contract Time**	Chk.												
	6.1 Prepare Construction Cost Estimates	16			8		8							
	6.2 Prepare Contract Time Estimates	10			2		8							
	SUB-TOTAL	**26.0**			**10.0**		**16.0**						**$ -**	**$ -**
	PERCENT				38%		62%							
7	**Permitting and Environmental Coordination**	Chk.												
	7.1 City of Geneva Stormwater Permit	57		8		25		8			8	8		
	Meeting with City	2		1	1									
	Revision to permit per City comments	8		1		5		1			1			
	7.2 US Army Corps of Engineers Letter of No Objection	8									8			
	7.3 NPDES Permit	2									2			
	7.4 IEPA Watermain Construction Permit	18					16	2						
	7.5 IEPA Sanitary Sewer Permit	18					16	2						
	7.6 Assist With Wetland Banking Coordination	4				2					2			
	7.7 PSI	30								6	24			
	SUB-TOTAL	**147.0**		**10.0**	**1.0**	**32.0**	**32.0**	**13.0**		**6.0**	**45.0**	**8.0**	**$ -**	**$ 116.16**
	PERCENT			7%	1%	22%	22%	9%		4%	31%	5%		
8	**Meetings and Client Coordination**													
	8.1 Phase II Kickoff Meeting at IDOT (1 meeting @ 2 pers @ 3 hrs each)	6	3		3									
	8.2 Local Agency/Stake Holder coordination meetings (3 meetings @ 2 pers @ 2 hrs each)	12	6		6									
	8.3 Preparation of meeting agenda and exhibits (assumes 4 meeting @ 2 hr each)	8			8									
	Meeting Minutes and Project Memos (Assume4 Meeting @ 2 hrs per mtg.)	8			8									
	8.4 General Project and Stakeholder Coordination	18	2		12		4							
	SUB-TOTAL	**52.0**	**11.0**		**37.0**		**4.0**						**$ -**	**$ 107.00**
	PERCENT		21%		71%		8%							
9	**Project Administration and Management**													
	9.1 Project administrative set-up	14	4		10									
	Scope of work reviews & Scheduling													
	Manpower planning													
	Project team meetings													
	Contract administration													
	9.2 Progress reports	14	4		10									
	9.3 Review all Elements of design (plans, specs, quantities, cost estimate, etc.)	16	4		12									
	9.4 General administrative task associated with budgeting and invoicing	28	4		24									
	9.5 Document and respond to contractor RFI's	12			6		4	2						
	9.6 Preconstruction Meeting	4			4									
	9.7 Provide Electronic Files to the Contractor for Layout and As-builts	2						2						
	SUB-TOTAL	**90.0**	**16.0**		**66.0**		**4.0**	**4.0**					**$ -**	**$ 276.75**
	PERCENT		18%		73%		4%	4%						
	TOTALS	**1841.0**	**27.0**	**78.0**	**232.0**	**504.0**	**317.0**	**586.0**	**28.0**	**6.0**	**55.0**	**8.0**	**$ 109,900.00**	**$ 2,193.71**
	PERCENT		1%	4%	13%	27%	17%	32%	2%	0%	3%	0%		

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EXHIBIT B - Kautz Road Extension - IL 38 to Fabyan Parkway
City of Geneva
PHASE II ENGINEERING SERVICES

Development of Project Hourly Rates (IDOT Method)

Item	2018 Actual Rate	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase	2022 Projected @ 3.0% Increase	2023 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	8	3	0	0	0	0
% of Project Duration	72.73%	27.27%	0.00%	0.00%	0.00%	0.00%
Extension	0.727	0.281	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	**Note: Salary Adjustments are applied on January 1 of Each Year**					1.0082

Project Duration: May 1, 2018 to March 31, 2019 = 11 months

Allowed Percentage Escalation 3.00% 1.030

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Escalation Factor 1.008

Classification	2018 Actual Rate		*Adjusted Rate*
Engineer VI	77.58	$	*78.21*
Engineer V	61.76	$	*62.27*
Engineer IV	46.45	$	*46.83*
Engineer III	36.58	$	*36.88*
Engineer II	31.05	$	*31.30*
Engineer I	27.95	$	*28.18*
Engineering Technician IV	47.35	$	*47.74*
Engineering Technician III	35.44	$	*35.73*
Engineering Technician II	27.50	$	*27.73*
Senior Scientist	69.00	$	*69.56*
ERS III	31.85	$	*32.11*
ERS I	23.12	$	*23.31*
Urban Planner VI	69.25	$	*69.82*
Urban Planner IV	37.80	$	*38.11*
Urban Planner III	32.05	$	*32.31*
Professional Land Surveyor	45.00	$	*45.37*
Office Professional	24.34	$	*24.54*

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2286
Local Agency City of Geneva
Section 17-00115-00-PV
Project
Job No.
Existing Struc

Consultant WBK Engineering, LLC

ITEM	UNITS	UNIT COST	TASK 1 Project Setup, Geotech Engineering, Utility and Site Development Coord QUANT.	TASK 1 TOTAL COST	TASK 2 Supplemental Surveys QUANT.	TASK 2 TOTAL COST	TASK 3 Kautz Road Corridor Design Plans QUANT.	TASK 3 TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	$1.00		$0.00		$0.00		$0.00
Travel Mileage	DAY	$45.00		$0.00	6	$270.00		$0.00
Travel Mileage	MILE	$0.535		$0.00		$0.00		$0.00
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		$0.00
11 x 17 BW Photocopies	SHEET	$0.20		$0.00		$0.00	3,744	$748.80
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	$350.00		$0.00		$0.00		$0.00
Survey Equipment (Per Week)	UNIT	$700.00		$0.00		$0.00		$0.00
Specialty Equipment	UNIT	$1.00		$0.00		$0.00		$0.00
Permit Fees	UNIT	$1.00		$0.00		$0.00		$0.00
Plan/Inspection Review Fees	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		$2,193.71		**$0.00**		**$270.00**		**$748.80**

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2286
Local Agency City of Geneva
Section 17-00115-00-PV
Project
Job No.
Existing Struc

Consultant WBK Engineering, LLC

ITEM	UNITS	UNIT COST	TASK 4 Specifications and Special Provisions QUANT.	TASK 4 TOTAL COST	TASK 5 Quantity Calculations QUANT.	TASK 5 TOTAL COST	TASK 6 Cost Estimates and Contract Time QUANT.	TASK 6 TOTAL COST
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	$0.535		$0.00		$0.00		$0.00
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		$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	4,500	$675.00		$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	$350.00		$0.00		$0.00		$0.00
Survey Equipment (Per Week)	UNIT	$700.00		$0.00		$0.00		$0.00
Specialty Equipment	UNIT	$1.00		$0.00		$0.00		$0.00
Permit Fees	UNIT	$1.00		$0.00		$0.00		$0.00
Plan/Inspection Review Fees	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		$2,193.71		**$675.00**		**$0.00**		**$0.00**

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route FAU 2286
Local Agency City of Geneva
Section 17-00115-00-PV
Project
Job No.
Existing Struc

Consultant WBK Engineering, LLC

ITEM	UNITS	UNIT COST	TASK 7 Permitting and Environmental Coordination QUANT.	TASK 7 TOTAL COST	TASK 8 Meetings and Client Coordination QUANT.	TASK 8 TOTAL COST	TASK 9 Project Administration and Management QUANT.	TASK 9 TOTAL COST
DIRECT COSTS								
Postage & Shipping (UPS, Fed-Ex)	UNIT	$1.00		$0.00		$0.00	250	$250.00
Travel Mileage	DAY	$45.00		$0.00		$0.00		$0.00
Travel Mileage	MILE	$0.535		$0.00	200	$107.00	50	$26.75
24 x 36 BW Bond Sheets	SHEET	$0.66	176	$116.16		$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	$350.00		$0.00		$0.00		$0.00
Survey Equipment (Per Week)	UNIT	$700.00		$0.00		$0.00		$0.00
Specialty Equipment	UNIT	$1.00		$0.00		$0.00		$0.00
Permit Fees	UNIT	$1.00		$0.00		$0.00		$0.00
Plan/Inspection Review Fees	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		$2,193.71		**$116.16**		**$107.00**		**$276.75**

TESTING SERVICE CORPORATION

Corporate Office

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

March 27, 2018

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

RE: P.N.60,525
Geotechnical Exploration
Traffic Signals and
Environmental Analysis for LPC-662/663
Kautz Road and Fabyan Parkway
Kane County, Illinois

Dear Mr. Pottorff:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Geotechnical Engineering Services for the above captioned project. It responds to your email dated March 8, 2018 and a subsequent phone conversation. The objectives of the Geotechnical Study are to explore soil conditions and provide recommendations for construction of new traffic signal foundations. An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 forms.

Project Description:

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

- New traffic signals at Kautz Road/Louis Bork Road and Fabyan Parkway.
- Kane County Permit will be required.
- Soil Modification Study.
- Assist with design approach to settlement of the south approach embankment to IL-38.

If the location or type of the proposed structure(s) are changed, TSC should be promptly contacted to determine the relevance of our proposed boring program to the new project configuration.

Boring Program:

We are proposing to drill two (2) soil borings as part of our Geotechnical Exploration for the traffic signals. They are to be extended to 25 feet below existing grade. Total drilling footage on this basis is estimated to be about 50 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.

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 GPS using a Trimble G8S GNSS receiver. 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. Subgrade borings will be sampled continuously in the upper 5 feet and not exceed 2½-foot intervals below this level, unless unforeseen circumstances present themselves. Structure borings will be sampled at 2½ foot intervals to boring completion depths, unless unforeseen circumstances present themselves. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation 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.

Soil Modification Study:

A drilling crew will be sent out to the field to collect representative soil samples from the upper 5 feet at two (2) locations along the proposed roadway, i.e in areas were undercuts are required. Enough soil will need to be collected from each locations to preform the following laboratory testing.

The samples retained from each boring will be prepared by laboratory personnel in order to preform a Standard Proctor Test with (0%, 3%, 4%, 5% and 6%) concentrations of Lime Kiln Dust and Fly Ash.

It should be noted that each of these tests takes more time in order to prepare the samples and preform the tests compared to a normal Standard Proctor Test. Each Proctor will typically consist of 4 to 5 individual points in order to find an optimum moisture content and dry unit weight. An Immediate Bearing Value Test (IBV) will also be run at each of these points.

Assumptions for Permits:

It is understood that Fabyan Parkway is under Kane County jurisdiction and will require a county access permit. TSC was told by the Kane County permit office that the permit fee would be waved since the borings are to be located off the pavement.

Traffic Control:

Professional traffic control is not anticipated for the borings located in the grass off the roadways, however, cones, signs and/or an arrowboard may be required.

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 and AASHTO Soil Classification Systems. Laboratory testing will include moisture content determinations, as well as unconfined compressive strength (Qu) on cohesive soils using a proving ring tester, approved by IDOT. Estimate of unconfined compressive strength using a calibrated pocket penetrometer (Qp) will be obtained on cohesive samples when unconfined compressive strength (Qu) is not possible. 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 for the traffic signals summarizing field and laboratory test data, including a boring location plan and computer generated boring logs as well as a letter on the soil modification study. The engineering 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 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.
- Protective measures required for frost action.
- Traffic signal foundation soils.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR LPC-662 OR LPC-663 FORM:

Testing Service Corporation (TSC) will 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.

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.

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First 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 samples collected from the borings will be analyzed for pH.

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 in not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most Uncontaminated Soil Fill Operation (USFO) facilities.

STEP TWO: LPC-663 Analytical Testing (if required)

In the event that the source site (or portions thereof), 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 may perform additional soil borings along Fabyan Parkway as dictated by the PIP results. Soil analysis for completion of the LPC-663 form may be performed at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation. For proposal purposes, it is assumed that **five (5)** samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), total 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. Selected samples will be 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 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. If possible we recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. 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.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C), as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

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.

If the analytical results exceed the MACs or TACO Objective which prevent certification of the soil as uncontaminated, additional analysis may be required in connection with disposal of the soil at a Subtitle D landfill. There will likely be an additional charge for associated consulting, analytical testing and completion of the waste profile.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of **Seventeen Thousand Eight Hundred Dollars ($17,800.00)** to provide the coring program outlined above. The PIP evaluation with pH analysis for completion of the LPC-662 Form would be **One Thousand Two Hundred Dollars ($1,200.00)**. If the PIP evaluation requires additional analytical testing, the additional analysis and completion of the LPC-663 Form is estimated at **Three Thousand One Hundred and Forty Dollars ($3,140.00)**, for a total cost of up to **Four Thousand Three Hundred and Forty Dollars ($4,340.00)** per an attached cost estimate.

The Illinois Department of Labor (IDOL) has taken the position that Core Drilling/Soil Testing is a covered activity under the Illinois Prevailing Wage Act (IPWA). TSC most be notified if this project is to be funded in part or total by state or local government sources, for which it would be subject to IPWA requirements. The unit prices provided in the attached fee schedule are meant to comply with the IPWA.

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 will be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Please note that our quoted fee does not include revising reports to address IDOT review comments, plan review, excavation, fill, earthwork, footing or foundation observations during construction phases of the project. The project budget should include provision for these services. Consultation, preconstruction meetings or other professional services subsequent to delivery of TSC's report are additional services that will 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. Should an environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated cost.

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, 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, Illinois 60174
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

Timothy R. Peceniak P.E.
Project Engineer

Prepared by,

Kathy Schimick
Customer Relations

TRP/kjs

PLEASE CHECK IF DESIRED

❑ Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Enc: Cost Estimate
General Conditions
Project Data Sheet

Approved and accepted for _____ by:

_____
(NAME)

_____
(TITLE)

_____
(DATE)

COST ESTIMATE

Traffic Signals and
Environmental Analysis for LPC-662/663
Kautz Road and Fabyan Parkway
Kane County, Illinois .

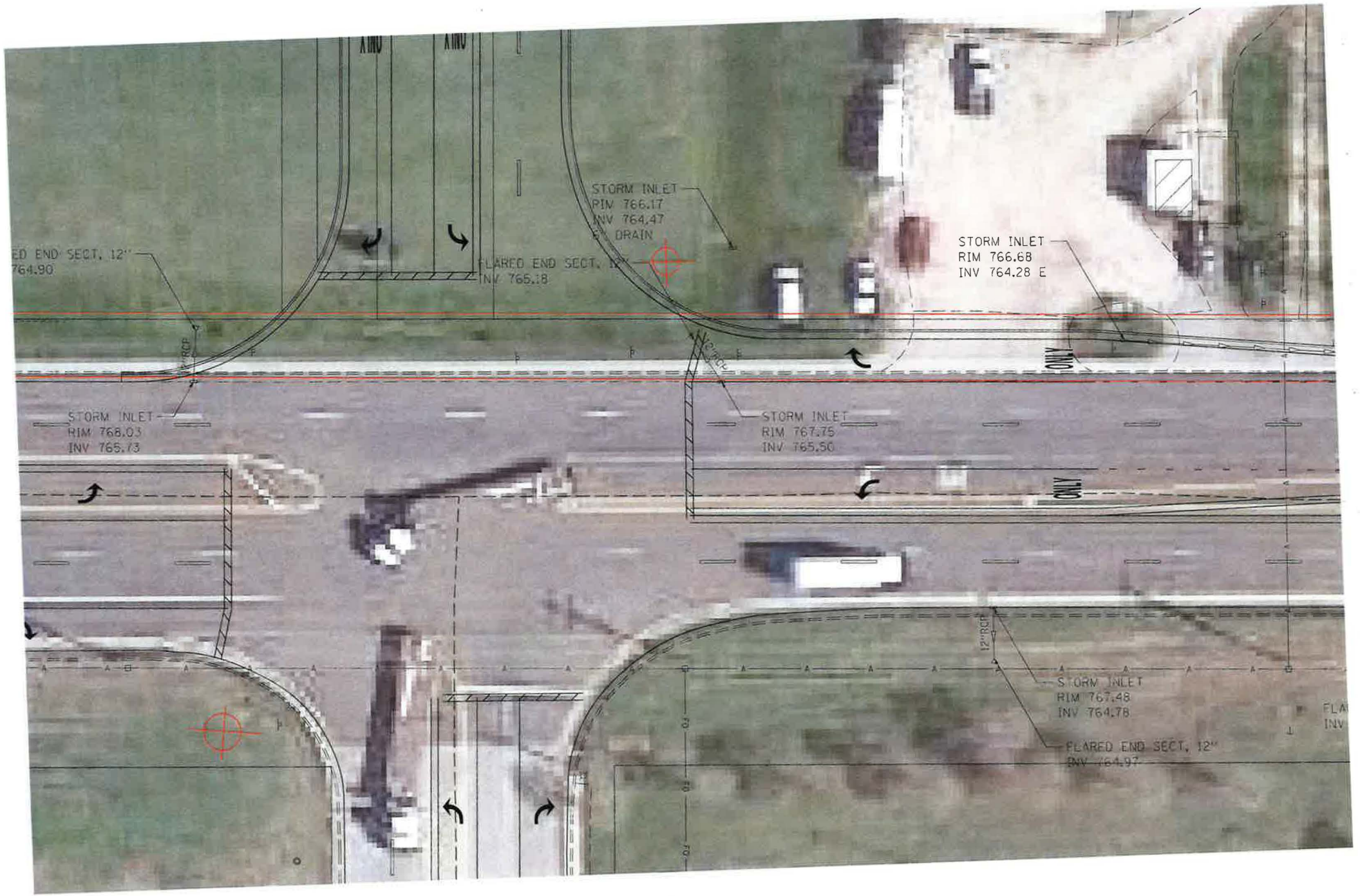
TSC P.N.

	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
1.2	Engineer to Prepare and Submit Permits	Hour	4	140.00	$ 560.00
DRILLING AND SAMPLING (Traffic Signals and Soil Modification Study Samples)					
2.1	Drill Mounted on Truck and Two Person Crew (Portal to Portal)	Lump Sum	1	3,000.00	$ 3,000.00
LABORATORY TESTING					
4.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	20	4.00	$ 80.00
4.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	20	7.00	$ 140.00
4.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	10	14.00	$ 140.00
4.4	Dry Unit Weight Determination	Each	4	7.00	$ 28.00
	SOIL MODIFICATION STUDY (Lime Kiln Dust and Fly Ash)				
4.5	Atterberg Limit Determination	Each	2	100.00	$ 200.00
4.6	Sieve Analysis with Hydrometer	Each	2	130.00	$ 260.00
4.7	Standard Proctor ASTM D-698	Each	10	450.00	$ 4,500.00
4.8	Immediate Bearing Value (IBV)	Each	40	30.00	$ 1,200.00
4.9	Graph Results	Lump Sum	1	800.00	$ 800.00

	ITEM	UNITS	QTY	RATE	COST
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Boring Logs and Location Plan for Traffic Signals	Lump Sum	1	850.00	$ 850.00
5.2	Prepare Soil Modification Study Letter	Hour	10.0	140.00	$ 1,400.00
5.3	Geotechnical Engineer to Consult on Settlement	Hour	30.0	140.00	$ 4,200.00
5.4	Senior Engineer to Consult or Attend Project Meetings	Hour	0.0	190.00	$ 0.00
				ESTIMATED TOTAL:	$ 17,798.00
				RECOMMENDED BUDGET:	**$ 17,800.00**

COST ESTIMATE
PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS

	ITEM	UNITS	QTY	RATE	COST
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners if Site is not Identified as a PIP.	Lump Sum	1.0	1,200.00	$ 1,200.00
STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	5	500.00	$ 2,500.00
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 + $36/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
2.5	Environmental Personnel to Screen Samples with PID	Hour	2	120.00	$ 240.00
REPORTING SERVICES					
3.1	Environmental Specialist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	1	400.00	$ 400.00
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 OF PIP EVALUATION AND LPC-662 FORM				**$ 1,200.00**
	ADDITIONAL ESTIMATED COST OF ANALYSIS FOR LPC-663 FORM IF PIP IDENTIFIED (STANDARD TAT):				**$ 3,140.00**
	ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 ANALYSIS (STANDARD TAT):				**$ 4,343.00**


STORM INLET
RIM 766.17
INV 764.47
6" DRAIN
FLARED END SECT, 12"
INV 765.18
ED END SECT, 12"
764.90
STORM INLET
RIM 766.68
INV 764.28 E
STORM INLET
RIM 768.03
INV 765.73
STORM INLET
RIM 767.75
INV 765.50
STORM INLET
RIM 767.48
INV 764.78
FLARED END SECT, 12"
INV 764.97

Kautz Road Extension
Traffic Signal Manhour Estimate

Contract: WBK - Kautz Road Extension (IL 38 to Fabyan Parkway)

SE3 Scope of Work: Traffic Signal Design & QA Review of WBK developed Traffic Signal Design

Assumptions:

- SE3 will provide QAQC support to WBK for traffic signal plans developed by WBK for the intersection of Kautz/Fabyan

<<<<Below assumptions are for the IL 38 @ Kautz Road Traffic Signal>>>>

- SE3 will prepare traffic signal modification plans, quantities, special provisions, and estimates necessary to "add the 4th leg" of the IL 38 intersection traffic signal installation/operation.
- Signal modifications will only comprise that equipment necessary to add the 4th leg of the intersection. The design will not "modernize" the installation.
- Assumed that all mast arms, poles, and above ground support equipment will remain and do not require replacement (assumes all support equipment will properly align proposed traffic signal heads for final condition). Additionally assumes no structural analysis required.
- Assume no modifications required to interconnect.
- Assume expansion of existing detection technology for new movements (microwave radar), utilizing special provisions from original contract.
- Assume all proposed signal work can be done under "live" conditions (e.g. a temporary traffic signal installation will not be required)
- Plans, pay items, and special provisions will be in accordance with IDOT District One requirements.
- SE3 will field verify the existing traffic signal installation against the original contract plans (or as-built plans if available).
- Assume 1 coordination meeting with IDOT to discuss design requirements.
- Assume only 2 submittals required for IL 38 @ Kautz traffic signal plans (prefinal and final - no preliminary plan submittal).
- Assume project coordination meetings with WBK prior to submitting prefinal (95%) and final (100%) plans.
- Assume comment resolution meetings for IL 38 @ Kautz traffic signal plans will not be required.
- Local agency coordination will not be required as EVP is already in place.
- Construction support is not included and will require a supplement.
- All coordination with IDOT & Geneva performed by WBK.
- All printing for submittals & agency coordination performed by WBK.

Kautz Road Extension
Traffic Signal Manhour Estimate

Manhour Estimate

Task Description (see summary below)	Manhour Breakdown			
	# of sheets	hr/sht	Subtotal	Total
IL 38 @ Kautz Road PS&E				88
Field verification & recon. #	2 ppl	@ 8 hrs	16	
Traffic Signal Modification Plan	1	32	32	
Traffic Signal Cable Plan	1	16	16	
Schedule of Quantities	1	4	4	
Special Provisions			4	
Quantities			12	
QA/QC			4	
Kautz Road @ Fabyan Parkway				24
QA Review	2 sub.	12 hr/sub.	24	
Project Admin & Meetings				27
IDOT Design Requirement Mtg *	2 ppl	2 hr/mtg	5	
WBK Project Coord. Mtgs (2) *	2 ppl	2 hr/mtg	10	
Project Management & Admin			12	
		Total	139	✓

\# Includes travel + photo/field notes log

* Includes travel + 1 hr for meeting minutes

Direct Cost Summary (Based on Tollway Allowable Direct Costs)

Vehicle Days	Trips	Veh D/Trip	Veh Day
Field Visit	1	1	1
IDOT Coord Mtg (@ IDOT)	1	0.5	0.5
WBK Coord Mtg (@ WBK)	2	0.5	1
		Total	2.5

Say 3 Veh Days @ $65/Veh Day =	**$**	**195**

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME SE3 (sub to WBK)
PRIME/SUPPLEMENT Prime Agreement (as sub)
Prepared By BKS

DATE 03/23/18
PTB-ITEM# 0000 (N/A)

CONTRACT TERM 11 **MONTHS**
START DATE 5/1/2018
RAISE DATE 1/1/2019

END DATE 3/31/2019

OVERHEAD RATE 112.02%
COMPLEXITY FACTOR 0
% OF RAISE 3%

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	5/1/2018	1/1/2019	8	72.73%
1	1/2/2019	4/1/2019	3	28.09%

The total escalation = 0.82%

PAYROLL RATES

FIRM NAME SE3 (sub to WBK) **DATE** 03/23/18
PRIME/SUPPLEMENT Prime Agreement (as sub)
PTB-ITEM # 0000 (N/A)

ESCALATION FACTOR **0.82%**

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$96.16	$96.95
Senior Project Manager	$62.16	$62.67
Project Manager	$51.50	$51.92
Project Engineer	$40.22	$40.55
Staff Engineer	$30.02	$30.27
Technician	$40.16	$40.49
Accountant	$26.27	$26.48
Administrative Assistant	$21.33	$21.50
Intern	$21.67	$21.85

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM SE3 (sub to WBK) | **DATE** 03/23/18

PTB-ITEM # 0000 (N/A) | **OVERHEAD RATE** 112.02%

PRIME/SUPPLEMENT Prime Agreement (as sub) | **COMPLEXITY FACTOR** 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
DBE	IL 38 Traffic Signal PS&E	88	3,654	4,093	65	1,352		9,164	9,164	56.86%
DBE	Fabyan Traffic Signal QA	24	1,504	1,685		556		3,745	3,745	23.24%
DBE	Project Admin & Meetings	27	1,236	1,384	130	457		3,207	3,207	19.90%
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			-	-		-		-	-	
	Subconsultant DL					0			-	
	TOTALS	139	6,394	7,162	195	2,365	-	16,116	16,116	100.00%

13,556

DBE 100.00%

AVERAGE HOURLY PROJECT RATES

FIRM SE3 (sub to WBK)
PTB-ITEM# 0000 (N/A)
PRIME/SUPPLEMENT Prime Agreement (as sub)

DATE 03/23/18

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			IL 38 Traffic Signal PS&E			Fabyan Traffic Signal QA			Project Admin & Meetings								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	70.00	0.0																	
Senior Project Manager	62.67	61.0	43.88%	27.50	23	26.14%	16.38	24	100.00%	62.67	14	51.85%	32.49						
Project Manager	51.92	0.0																	
Project Engineer	40.55	0.0																	
Staff Engineer	30.27	50.0	35.97%	10.89	41	46.59%	14.10				9	33.33%	10.09						
Technician	40.49	24.0	17.27%	6.99	24	27.27%	11.04												
Accountant	26.48	0.0																	
Administrative Assistant	21.50	4.0	2.88%	0.62							4	14.81%	3.19						
Intern	21.85	0.0																	
		0.0																	
		0.0																	
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TOTALS		139.0	100%	$46.00	88.0	100.00%	$41.52	24.0	100%	$62.67	27.0	100%	$45.77	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

Direct Costs Check Sheet

COMPANY NAME: SE3
PTB NUMBER: 0000 (N/A)
TODAY'S DATE: 3/20/2018

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00	$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			$0.00	$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			$0.00	$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00	$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.000	$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day		3	$65.00	$195.00
Vehicle Rental	Actual cost (Up to $55/day)			$0.00	$0.00
Tolls	Actual cost			$0.00	$0.00
Parking	Actual cost			$0.00	$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00	$0.00
Shift Differential	Actual cost (Based on firm's policy)			$0.00	$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			$0.00	$0.00
Project Specific Insurance	Actual cost			$0.00	$0.00
Monuments (Permanent)	Actual cost			$0.00	$0.00
Photo Processing	Actual cost			$0.00	$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			$0.00	$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			$0.00	$0.00
CADD	Actual cost (Max $15/hour)			$0.00	$0.00
Web Site	Actual cost (Submit supporting documentation)			$0.00	$0.00
Advertisements	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			$0.00	$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			$0.00	$0.00
Recording Fees	Actual cost			$0.00	$0.00
Transcriptions (specific to project)	Actual cost			$0.00	$0.00
Courthouse Fees	Actual cost			$0.00	$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
Testing of Soil Samples*	Actual cost			$0.00	$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			$0.00	$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
TOTAL DIRECT COST					**$195.00**

**If other allowable costs are needed and not listed, please add in the above spaces provided.*

LEGEND
W.O. = Work Order
J.S. = Job Specific

Street Lighting for Proposed Kautz Road (Approx. from IL 38 to Fabyan Parkway)
From Sta. 1059+00 to Sta. 1105+50 **Rundate: 03/19/2018**
Estimated Manhours

Description	Sheets	Manhours
Data Collection	-	4
Field Check (2 Trips, 2 Persons/Trip)	-	10
Photometric Analysis		
- Intersection at IL 38+E&W Approaches	-	8
- Proposed Kautz Road including two (2) unsignalized intersections	-	12
Photometric Report (As per IDOT Requirements), 30% Submittal		
- Written Report with photometric calc	-	24
- Exhibits with Light Pole Layout	-	16
Lighting Design and Plans (60% Submittal)		
- Legend and Notes	1	10
- Lighting Plans @ 1"=501 scale	5	150
- Single Line Diagram	1	20
- Standard Details	4	8
Voltage Drop Computations	-	8
Quantities and Cost Estimate	-	16
Special Provisions	-	12
Meetings and Coordination with WBK and IDOT	-	16
Coordination with ComEd	-	8
Total (Gandhi & Associates, Inc.)	**11**	**Total MH's** **322**

PAYROLL ESCALATION TABLE
FIXED RAISES

FIRM NAME	Gandhi and Associates, Inc.	**DATE**	03/19/18
PRIME/SUPPLEMENT	Prime	**PTB-ITEM#**	0
Prepared By	Myra Recinto		

CONTRACT TERM	18	**MONTHS**	**OVERHEAD RATE**	120.00%
START DATE	6/1/2018		**COMPLEXITY FACTOR**	0
RAISE DATE	1/1/2019		**% OF RAISE**	3%
END DATE	11/30/2019			

ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	6/1/2018	1/1/2019	7	38.89%
1	1/2/2019	12/1/2019	11	62.94%

The total escalation = 1.83%

PAYROLL RATES

FIRM NAME Gandhi and Associates, **DATE** 03/19/18
PRIME/SUPPLEMENT Prime
PTB-ITEM # 0

ESCALATION FACTOR 1.83%

Note: Rates should be capped on the AVG 1 tab as necessary

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Manager	$65.00	$66.19
Project Engineer	$50.00	$50.92
Senior Engineer	$45.00	$45.83
Engineer	$38.00	$38.70
CADD/Designer	$29.00	$29.53

COST PLUS FIXED FEE
COST ESTIMATE OF CONSULTANT SERVICES

Bureau of Design and Environment
Prepared By: Consultant

FIRM Gandhi and Associates, Inc.
DATE 03/19/18
PTB-ITEM # 0
OVERHEAD RATE 120.00%
PRIME/SUPPLEMENT Prime
COMPLEXITY FACTOR 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Street Lighting	322	13,175	15,810		4,875		-	33,860	100.00%
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	Subconsultant DL					0			-	
	TOTALS	322	13,175	15,810	-	4,875	-	-	33,860	100.00%
			28,985							

DBE 0.00%

Bureau of Design and Environment
Prepared By: Consultant

AVERAGE HOURLY PROJECT RATES

FIRM Gandhi and Associates, Inc.
PTB-ITEM# 0
PRIME/SUPPLEMENT Prime

DATE 03/19/18

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Street Lighting														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Manager	66.19	20.0	6.21%	4.11	20	6.21%	4.11												
Project Engineer	50.92	40.0	12.42%	6.33	40	12.42%	6.33												
Senior Engineer	45.83	60.0	18.63%	8.54	60	18.63%	8.54												
Engineer	38.70	120.0	37.27%	14.42	120	37.27%	14.42												
CADD/Designer	29.53	82.0	25.47%	7.52	82	25.47%	7.52												
		0.0																	
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TOTALS		322.0	100%	$40.92	322.0	100.00%	$40.92	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Future Geneva Industrial Park
Sanitary Sewer Lift Station and Forcemain

EXHIBIT A - SCOPE OF DESIGN ENGINEERING SERVICES

The scope of design services requested by WBK Engineering is for the design of a sanitary sewerage lift station to serve a future industrial park generally located south of the intersection of Kautz Road and IL 38 in Geneva, Illinois and as depicted in a sketch titled, "Geneva Industrial Site, Concept Site Plan", dated December 12, 2017 (attached). The intention of this lift station is to service domestic sewerage from future developments within this industrial park. No offsite areas are expected to be served by this lift station and no industrial wastes are anticipated to be produced. It is further assumed that the City of Geneva's sewer located north of the site and just south of the BNSF Railroad right-of-way has sufficient capacity to accept the flow from this site.

The design contemplates the following general elements:

1. The lift station will consist of a submersible duplex system (2 pumps) residing in a wet well.
2. A stand-by generator and an automatic transfer switch with sufficient capacity to run all pumps will be incorporated into the design.
3. A service building is not proposed for this facility. The controller, communication devices and other electrical components will be designed to reside in weather-resistant cabinets. The generator will be housed in a weather-resistant enclosure.
4. Communication and SCADA devices compatible with the City of Geneva will be incorporated into the project.
5. The site proposed for this lift station will reside on a parcel within the Geneva Industrial Park site.

Assumptions for the purposes of design services as it regards the selected lift station site:

1. The site will be sufficiently close to the proposed roadway system. Service drives will be no longer than 50 feet.
2. The site is assumed to be unencumbered by environmental limitations. These would include but would not be limited to: unsuitable soil conditions, wetlands or hazardous wastes. Additionally, the selected site shall be generally level, without need for design of retaining walls to support adjacent properties. The site shall be of sufficient size to accommodate the lift station wet-well, valve-vault, meter-vault, generator set, access driveway and utilities that will service this station.

Assumptions for the purposes of the design of the sewerage lines:

1. WBK will provide to CMT the location (horizontal and vertical) of the tributary manhole immediately upstream of the proposed lift station prior to commencement of design.
2. The length of forcemain that must be designed to service the lift station and connect to the existing City of Geneva sanitary sewer will be no longer than 500 feet. WBK will design the forcemain, based on sizing recommendations by CMT.
3. A clear and unencumbered corridor for the forcemain shall be provided.

Future Geneva Industrial Park
Sanitary Sewer Lift Station and Forcemain

EXHIBIT A - SCOPE OF DESIGN ENGINEERING SERVICES

The scope of services for design engineering shall consist of the following tasks:

1. Meetings and Site Visits
    a. Internal kick-off meeting – one (1)
    b. Kick-off meeting with the City of Geneva- one (1)

2. Data Collection
    a. Obtain available atlases
    b. Obtain available drawings, including grading plan of the proposed industrial park, to be provided by WBK and City of Geneva sewer plans
    c. Site visit – Assume 1
    d. Site survey, including topography and boundary of lift station site and forcemain route – to be provided to CMT by WBK electronically
    e. Geotechnical Data – to be provided to CMT by WBK

3. Detailed Design
    a. Review the Geneva Industrial Park development plan and develop the anticipated waste water flows for the site
    b. Establish the location of the connection from the forcemain to the receiving sewer.
    c. Size pump station and forcemain
    d. Civil Design
        a. Design lift station plan and sections
        b. Prepare civil site plan and civil support drawings
    e. Electrical Design
        a. Design electrical controls
        b. Size generator for selected pumps
        c. Prepare electrical site plan and support drawings
    f. Prepare technical specifications
    g. Prepare engineer's opinion of probable construction cost
    h. Submit drawings and specification to City and owner (two print copies each)
    i. Prepare IEPA permit applications for owner and City signature, submit to IEPA (two print copies)

EXHIBIT A - SCOPE OF DESIGN ENGINEERING SERVICES

4. Potential List of Sheets –
    a. Cover Sheet – 0 (by WBK)
    b. General Notes and Legend - 1
    c. Site Plan – 1
    d. SWPPP and Details -0 (by WBK)
    e. Civil Details – 2
    f. Lift Station Plan and Sections – 1
    g. Lift Station Details – 2
    h. Force Main – Plan and Profile – 0 (By WBK)
    i. Electrical Abbreviations -1
    j. Electrical Notes and Standards – 1
    k. Electrical Site Plan – 1
    l. Electrical One-Line – 1
    m. Electrical – Generator Details – 1
    n. Electrical Details – Communications - 2

5. Not included in scope
    a. Easement plats and/or descriptions
    b. Payment of any permit fees
    c. Bidding assistance
    d. Construction phase services
    e. Development of service agreements with utility companies (telephone, electric and gas). CMT will provide load/demand estimates for electric and gas for others to coordinate.
    f. Attendance at public meetings
    g. Attendance at additional coordination meetings beyond those noted above
    h. Printing of additional plans and specifications beyond the number of copies specified above. CMT will provide pdf versions of the plans and specifications to WBK for their use and production of documents as needed

6. Services to be provided by WBK to CMT
    a. Geotechnical investigation at site and along forcemain route
    b. Topographic and boundary surveys, including a detailed survey of the connection manhole
    c. Engineering drawings of the development including roadways and the site in pdf and cadd format
    d. Forcemain plan and profile
    e. SWPPP

End of Document

CLIENT: WBK ENGINEERING
PROJECT DESCRIPTION: GENEVA INDUSTRIAL PARK LIFT STATION

PROFESSIONAL SERVICES - ESTIMATE OF EFFORT AND ASSOCIATED COST

CRAWFORD, MURPHY & TILLY, INC. CONSULTING ENGINEERS

PREP. BY:	J. Koenig	APPRVD BY:	T. O'Grady	DATE:	4/19/2018	CMT PROJECT NO.:	tbd

ITEM	TASK DESCRIPTION		MANHOURS														
			PRINCIPAL $80.84	SR. PROJEC ENGINEER/ MANAGER $61.45	PROJECT ENGINEER/ MGR/ ARCH $59.39	SENIOR ENGINEER/ ARCHITECT $48.97	SENIOR TECHNICAL MANAGER $44.94	SENIOR PLANNER $37.75	ENGINEER $34.39	PLANNER $26.46	TECHNICAL MANAGER $28.83	REGISTERED LAND SURVEYOR $42.50	SENIOR TECHNICIAN $37.98	TECHNICIAN $28.58	TECHNICAL ASSISTANT $23.18	CLERICAL/ ADMIN ASSISTANT $23.30	MAN HOUR SUMMARY
1.	Project Meetings (1-internal kick-off, 1-City)				2	6											8
2.	Field Investigation (visual only, no topo survey)					2											2
3.	Service Area Review - Hydraulic Analysis				4	4			4								12
4.	Plan Sheets: Site Civil (Assume 2, site plan, & details)					24							16				40
5.	Plan Sheets, Pump Station Plan and Section					24							16				40
6.	Plan Sheets, Pump Station Details (assume 2)					24							16				40
7.	Plan Sheets, Force Main, Plan and Profile (by WBK)																
8.	Plan Sheets, Electrical Legend and Abbrev.				1				4								5
9.	Plan Sheets, Electrical Site Plan				4				8								12
10.	Plan Sheets, Electrical One-Line				4				8								12
11.	Plan Sheets, Generator and Details				4				8								12
12.	Plan Sheets, Electrical Details (assume 2)				4				8								12
13.	Specifications				4	10			4							4	22
14.	Permit - IEPA and City				6	6											12
15.	Project Management				18												18
16.																	
17.																	
18.																	
19.																	
	MANHOUR TOTALS				51	100			44				48			4	247
	RAW LABOR COST				$3,028.89	$4,897.00			$1,513.16				$1,823.04			$93.20	$11,355.29

ITEM	TASK DESCRIPTION	MAN HOURS	LABOR, OVERHEAD & FIXED FEE					DIRECT EXPENSE & REIMBURSABLES									
			LABOR COST	PAYROLL BURDEN 58.94%	GEN. ADMIN OVERHEAD 113.48%	FIXED FEE 15.00%	TOTAL LBR OVERHEAD & FIXED FEE	TRAVEL MILES MEALS LODGING	PRINTING & COPIES	SHIPPING	EQUIP. USAGE	SUB CONSULT	SUBCONSULT ADMIN 10%			TOTAL DIRECT EXPENSE	TOTAL FEE
1.	Project Meetings (1-internal kick-off, 1-City)	8	$412.60	$243.19	$468.22	$168.60	$1,292.61	$100								$100.00	$1,392.61
2.	Field Investigation (visual only, no topo survey)	2	$97.94	$57.73	$111.14	$40.02	$306.83	$50								$50.00	$356.83
3.	Service Area Review - Hydraulic Analysis	12	$571.00	$336.55	$647.97	$233.33	$1,788.85										$1,788.85
4.	Plan Sheets: Site Civil (Assume 2, site plan, & details)	40	$1,782.96	$1,050.88	$2,023.30	$728.57	$5,585.71										$5,585.71
5.	Plan Sheets, Pump Station Plan and Section	40	$1,782.96	$1,050.88	$2,023.30	$728.57	$5,585.71										$5,585.71
6.	Plan Sheets, Pump Station Details (assume 2)	40	$1,782.96	$1,050.88	$2,023.30	$728.57	$5,585.71										$5,585.71
7.	Plan Sheets, Force Main, Plan and Profile (by WBK)																
8.	Plan Sheets, Electrical Legend and Abbrev.	5	$196.95	$116.08	$223.50	$80.48	$617.01										$617.01
9.	Plan Sheets, Electrical Site Plan	12	$512.68	$302.17	$581.79	$209.50	$1,606.14										$1,606.14
10.	Plan Sheets, Electrical One-Line	12	$512.68	$302.17	$581.79	$209.50	$1,606.14										$1,606.14
11.	Plan Sheets, Generator and Details	12	$512.68	$302.17	$581.79	$209.50	$1,606.14										$1,606.14
12.	Plan Sheets, Electrical Details (assume 2)	12	$512.68	$302.17	$581.79	$209.50	$1,606.14										$1,606.14
13.	Specifications	22	$958.02	$564.66	$1,087.16	$391.48	$3,001.31										$3,001.31
14.	Permit - IEPA and City	12	$650.16	$383.20	$737.80	$265.67	$2,036.84		$150	$50						$200.00	$2,236.84
15.	Project Management	18	$1,069.02	$630.08	$1,213.12	$436.83	$3,349.06										$3,349.06
16.																	
17.																	
18.																	
19.																	
	COST TOTALS & COST SUMMARY		$11,355.29	$6,692.81	$12,885.98	$4,640.11	$35,574.19	$150.00	$150.00	$50.00						$350.00	$35,924.19
	CONTINGENCY																
	TOTAL																$35,924.19

ESTIMATED FEE	$35,924

WBK ENGINEERING, LLC
GENERAL TERMS AND CONDITIONS

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