

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.B
	Title:	<b>Recommendation to Approve a Resolution Authorizing a Contract Amendment with Transystems for Kautz Road Widening and Drainage Improvements Design</b>	
	Presenter:	<b>Chris Gottlieb</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost:</b> \$ 30,756.00		<b>Budgeted Amount:</b> \$0	<b>Not Budgeted:</b> <input checked="" type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The City has contracted Transystems to perform the design of the Kautz Road Widening and Drainage Improvements project. Issues with acquiring right of way required a portion of the drainage system to be re-designed to avoid planned land acquisition. This resulted in unforeseen costs due to additional design work and delays to the project. With the approval of the City, Transystems also put in additional hours coordinating a funding increase with the STP Local program. This resulted in the City receiving significant additional grant funding for the project. All ROW issues have now been resolved and no additional amendments will be required to complete this project.</p> <p>This request covers two amendments totaling \$30,756.00. Costs for this increase are partially offset by reduced ROW acquisition costs. The remainder will be covered by transferring unencumbered design funds from another capital project.</p>			
<b>Attachments</b> (please list):			
*Formal amendment requests from Transystems *Change Order			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Resolution Authorizing a Contract Amendment with Transystems for Kautz Road Design Services in the amount of \$30,756.			



**SCOPE OF WORK**

**Kautz Road Reconstruction and Widening Project – Phase II Engineering  
City of St. Charles**

**Section No. 19-00117-00-PV**

**Supplement #1**

**January 12, 2023**

**APPROVED**

A handwritten signature in green ink that reads "Ken Jay".

**By Ken Jay at 7:57 am, Jan 17, 2023**

TranSystems' (TSC) original scope of work for this project, which includes Phase II design engineering services related to the proposed reconstruction and widening improvements along the Kautz Road corridor for the City of St. Charles (City), requires plan changes to avoid potential ROW impacts along the west side of the corridor. Multiple parcels have been unresponsive during the land acquisition process (led by Santacruz Associates) and the City has asked if modifying the design is feasible to avoid the proposed permanent easements. The intent of the original design was to locate the proposed path as close to the roadway as possible, therefore maximizing the distance from the front of the residences. In order to provide a drainage swale to receive offsite stormwater, the grading extended beyond the roadway ROW along the west side of Kautz Road and necessitated a 10' permanent easement. Modifying the path, drainage, plat of highways, and corresponding Kautz Road plan documents were not included in the original scope of services.

The impacted Parcels within the City limits include 0008, 0010, 0011, 0012, and 0014 with an approximate station range of 1161+50 to 1172+50. Parcel 0012 has agreed to terms with the City and the proposed easement will be acquired. The remaining parcels are to be avoided with the redesign of the path and drainage along this section.

Additional services are required by WBK Engineering (WBK), included as subconsultants, and their scope of services and proposal is attached herein. The following summarizes the supplemental scope of services necessary to avoid land acquisition at the referenced properties.

**1. Revised Plat of Highways (TSC – 2 HOURS)**

Revise the Plat of Highways to eliminate Parcels 0008, 0010, 0011, and 0014. **No additional land acquisition services are anticipated for the referenced parcels.** The revised POH will be submitted to IDOT for approval and updating their project records. Refer to WBK's scope of services.

**2. Permit Submittal (TSC – 4 HOURS)**

An additional permit submittal to the City is anticipated to reflect the changes to the drainage. The permit will be updated with the new plans and resubmitted to the City for their records. WBK to update the proposal and TSC to review and coordinate submittal.

## TRANSYSTEMS' SCOPE OF WORK



### 3. Design and Plan Revisions (73 HOURS)

The following design changes and tasks will be required to avoid land acquisition at the referenced parcels:

- **Path Design (8 HOURS):** The path is being re-aligned from a 5' offset from the back of curb to an offset of 2' inside the ROW. The profile and cross-slopes will be designed to meet ADA/PROWAG requirements.
- **Driveway Design (12 HOURS):** A total of 6 driveways will need to be redesigned to meet ADA/PROWAG and IDOT guidelines.
- **Plan Revisions (43 HOURS):** The linework and notes will be updated for the following plan sheets to reflect the revised design:

Sheet Description	No. of Sheets	Hours / Sheet	Total Hours
Typical Sections	1	4	4
Removal Sheets (1"=20')	1	2	2
Plan and Profile (1"=20')	2	4	8
Sidewalk and Bike Plans (1"=20')	1	4	4
Erosion and Sediment Control/Landscaping Plans (1"=20')	1	2	2
Drainage Plan and Profiles (WBK Scope)			
Driveway and Sidewalk Details (6 driveways)	3	3	9
Cross Sections @ 50-foot spacing and 6 driveways (30 sections)	7	2	14
<b>TOTAL:</b>	16		43

- **Update Quantity Calculations (6 HOURS):** Quantity calculations will be updated for the impacted path, earthwork, and drainage pay items.
- **Storm Sewer and Swale Design (TSC – 4 HOURS):** The trunkline along the west side of Kautz Road will be moved from the proposed swale to beneath the left curb and gutter. Additional inlets will be placed in the revised swale, which will be shallow and placed between the back of the curb and gutter and inside edge of the sidewalk. TranSystems will design the swale to accommodate the path revisions. Refer to WBK's scope of services attached for the storm sewer revisions.

### 4. Utility Review and Coordination (8 HOURS)

Moving the path will impact the proposed relocation of the utility poles and potentially AT+T's facilities. The revised Plans will be sent to both utility companies to coordinate the relocations.

**Kaurtz Road Widening and Reconstruction  
Workhour Summary  
Supplement #1**

<u>Task and Description</u>	<u>Total Manhours</u>	<u>TranSystems</u>
<b>Task 1 – Revised Plat of Highways</b>		
<i>Revise POH for impacted parcels and resubmit to IDOT</i>	2	2
<b>Subtotal:</b>	2	2
<b>Task 2 – Permit Submittal</b>		
<i>Update and resubmit Permit Package to the City</i>	4	4
<b>Subtotal:</b>	4	4
<b>Task 3 – Design and Plan Revisions</b>		
Path Design	8	8
Driveway Design	12	12
Plan Revisions	43	43
Update Quantity Calculations	6	6
Storm Sewer and Swale Design	4	4
<b>Subtotal:</b>	73	73
<b>Task 4 – Utility Review and Coordination</b>		
<i>Coordinate and resubmit plans to impacted utilities</i>	8	8
<b>Subtotal:</b>	8	8
<b>Total:</b>	87	87



<b>Local Public Agency</b> City of St. Charles	<b>County</b> Kane	<b>Section Number</b> 19-00117-00-PV
<b>Prime Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> Matt Baldwin	<b>Date</b> 1/11/2023
<b>Consultant / Subconsultant Name</b> 	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

### PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	149.49%
START DATE	1/1/2023		COMPLEXITY FACTOR	
RAISE DATE	4/1/2023		% OF RAISE	2.00%
END DATE	3/31/2023			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2023	3/31/2023	3	100.00%

---

**The total escalation = 0.00%**

**Local Public Agency**

**County**

**Section Number**

City of St. Charles

Kane

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$77.58	\$77.58
Engineer 3 (E3)	\$71.26	\$71.26
Engineer 2 (E2)	\$60.44	\$60.44
Engineer 1 (E1)	\$47.00	\$47.00
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$69.92	\$69.92
Planner 3 (P3)	\$48.15	\$48.15
Planner 2 (P2)	\$52.31	\$52.31
Architect 4 (AR4)	\$75.11	\$75.11
Architect 3 (AR3)	\$59.70	\$59.70
Architect 2 (AR2)	\$44.13	\$44.13
Architect 1 (AR1)	\$34.14	\$34.14
Analyst 2 (AN2)	\$35.00	\$35.00
Business Consultant 2 (BC2)	\$73.64	\$73.64
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 4 (IS4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$63.21	\$63.21
Construction Services 5 (CS5)	\$78.00	\$78.00
Construction Services 4 (CS4)	\$57.47	\$57.47
Construction Services 3 (CS3)	\$48.69	\$48.69
Construction Services 2 (CS2)	\$34.24	\$34.24
Construction Services 1 (CS1)	\$35.38	\$35.38
Technician 3 (T3)	\$41.14	\$41.14
Technician 1 (T1)	\$20.75	\$20.75
Administrative 3 (A3)	\$51.66	\$51.66
Administrative 2 (A2)	\$34.35	\$34.35



**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		\$0.63	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$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
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>





**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**AVERAGE HOURLY PROJECT RATES  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Revised Plat of Highways			2. Permit Submittal			3. Design and Plan Revisions			4. Utility Review and Coordination					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	77.58	0.0																	
Engineer 3 (E3)	71.26	14.0	16.09%	11.47	2	100.00%	71.26				8	10.96%	7.81	4	50.00%	35.63			
Engineer 2 (E2)	60.44	4.0	4.60%	2.78				4	100.00%	60.44									
Engineer 1 (E1)	47.00	69.0	79.31%	37.28							65	89.04%	41.85	4	50.00%	23.50			
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	69.92	0.0																	
Planner 3 (P3)	48.15	0.0																	
Planner 2 (P2)	52.31	0.0																	
Architect 4 (AR4)	75.11	0.0																	
Architect 3 (AR3)	59.70	0.0																	
Architect 2 (AR2)	44.13	0.0																	
Architect 1 (AR1)	34.14	0.0																	
Analyst 2 (AN2)	35.00	0.0																	
Business Consultant 2 (BC)	73.64	0.0																	
Environmental Scientist 4 (E)	78.00	0.0																	
Industry Specialist 4 (IS4)	78.00	0.0																	
Industry Specialist 3 (IS3)	63.21	0.0																	
Construction Services 5 (C)	78.00	0.0																	
Construction Services 4 (C)	57.47	0.0																	
Construction Services 3 (C)	48.69	0.0																	
Construction Services 2 (C)	34.24	0.0																	
Construction Services 1 (C)	35.38	0.0																	
Technician 3 (T3)	41.14	0.0																	
Technician 1 (T1)	20.75	0.0																	
Administrative 3 (A3)	51.66	0.0																	
Administrative 2 (A2)	34.35	0.0																	
<b>TOTALS</b>		87.0	100%	\$51.52	2.0	100.00%	\$71.26	4.0	100%	\$60.44	73.0	100%	\$49.66	8.0	100%	\$59.13	0.0	0%	\$0.00



## **KAUTZ ROAD DRAINAGE SERVICES SUPPLEMENT- CITY OF ST CHARLES**

City of St Charles, IL

**January 12, 2023**

Transystems, Inc  
Mr. Matt Baldwin , P.E.  
1475 E Woodfield Road, Ste 600  
Schaumburg, IL 60173

Dear Matt,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Transystems for additional stormwater engineering services for Kautz Road final Engineering plans located along the eastern boundary of the City of St Charles and the City of Geneva. WBK looks forward to the opportunity to further assist Transystems on the design and engineering of this roadway improvement. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### **PROJECT UNDERSTANDING**

WBK understands that several changes to the design of the widening of Kautz Road have occurred since the original phase I design. These changes are the result of development of parcels adjacent to the right of way and also the inability to obtain easement/ ROW from adjacent landowners. We understand that these design changes were not included in the original scope for the development of plans and permits for the roadway improvements. This proposal supplements the original scope of services by including additional effort to update roadway plans and permits for submittal to the appropriate regulatory agencies. This proposal also includes time and effort to update the plat of highways (by others) to reflect the proposed right of way and easements.

### **SCOPE OF SERVICES**

#### **TASK 1 | Update Plat of Highways**

Regional Land Services will update the plat of highways to eliminate the easements on the west side of Kautz road starting at station 1155+30. In doing so, Parcel 0006PE will be still exist but will stop at station 1155+30. The easements for Parcels 0006PE, 0008PE, 0010PE, 0011 PE and 0014 PE will be removed as part of this task. Parcel 0012PE will remain intact as the easement has been acquired by the City. This task includes one round of comments by others.

#### **TASK 2 | Kautz Road Kane County Stormwater Permit Revisions**

This task includes update to the Kane County Stormwater Permit Application based on changes to the storm sewer and detention at the NW corner of Kautz Road and Geneva Drive, and updates to the storm sewer between stations 1155 and 1171. This includes updates to the narrative, drainage exhibits, replacing calculations, and overall QA of report. This task also includes managing the permit submittal and one revision to the permit based on comments from the Kane County Water Resources.

### TASK 3 | Update to Storm Sewer Design- Station 1155 to Station 1171

This task includes update to design of the storm sewer between approximate stations 1155 to station 1171. The revisions to the storm sewer design are a result of the adjacent landowners not providing the City of St Charles the required right of way and permanent easement required and developed as part of the Phase I design. The redesign of the roadway due to limited right of way includes relocating the multiuse path and design of a swale between the path and the back of curb with storm inlets in the swale to drain the swale. This task includes update to the inlet areas maps, Hydraflow storm sewer capacity models, inlet capacity calculations for the grates for the structures in the proposed swale, swale overflow capacity calculations, and ditch/swale capacity calculations. This task also includes update to CAD files, structure sizes and the drainage tables for the structures and pipes.

### PROJECT ASSUMPTIONS

The nature of the scope of services above is for services related to [Insert Name of Services]. In preparing this proposal, WBK has attempted to provide you with a complete package of services to satisfy the overall goals of the project based on the information provided by the Client at this point in time. In doing so, WBK has made assumptions which will require further verification in the process. Any findings which are not consistent with assumptions that have been made or which may result an increase in cost of professional services or revisions to the budget will be reviewed and discussed prior to further procession.

- That the proposed cross sections will be provided showing the elevation of the edge of multiuse path and back of curb for evaluation of the proposed swale between the multiuse path and back of curb. Estimate of Fees.
- Only one revision to the Kane County Stormwater Permit Application will be required.

WBK has provided not-to-exceed budgets for the tasks outlined in the above scope of services. Actual invoices will be based on employee's record of time invested to accomplish each task and will not exceed the budget provided without prior written authorization from the Client. The Estimate of Fees is based on award of the entire Scope of Services and in general, individual tasks and accompanying budget cannot be broken out and awarded separately.

TASK #	TASK NAME	FEE
TASK 1	Update Plat of Highways	\$1,250
TASK 2	Kautz Road Kane County Stormwater Permit Revisions	\$1,000
TASK 3	Update to Storm Sewer Design- Station 1155- Station 1171	\$9,800
	Reimbursable Expenses	\$50
<b>TOTAL</b>		<b>\$12,100</b>

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.

WBK Project Number 20-0214.

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. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

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 Transystems. If you have any questions, please do not hesitate to call.

Sincerely,



**John W Witte. P.E., CFM**  
Civil Engineering Practice Lead

Encl: 2022 Schedule of Charges  
General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR  
TRANSYSTEMS.

---

Authorized By

---

Position

---

Date

AUTHORIZATION FOR KAUTZ ROAD DRAINAGE SERVICES SUPPLEMENT FOR THE KAUTZ ROAD PROJECT IN  
THE CITY OF ST CHARLES.

**SCOPE OF WORK**  
**Kautz Road Reconstruction and Widening Project – Phase II Engineering**  
**City of St. Charles**

**Section No. 19-00117-00-PV**  
**Supplement #2**

**November 27, 2023**

TranSystems' (TS) original scope of work for this project, which includes Phase II design engineering services related to the proposed reconstruction and widening improvements along the Kautz Road corridor for the City of St. Charles (City), requires additional coordination with KKCOM/CMAP to pursue and obtain project funding.

Additional services are required by Huff and Huff, included as a subconsultant, to update the special waste clearances. Their scope of services and proposal is attached herein.

The following summarizes the supplemental scope of services necessary to secure project funding and update the special waste clearances.

**1. Additional Funding (TS – 20 HOURS)**

Additional effort was necessary to pursue and secure State and Federal funds for the proposed improvements, including:

- STP Quarterly Updates submitted to KKCOM to maintain funding status
- IDOT Agreements submitted on behalf of the City
- Request for additional STP -Local funds, resulting in additional funding for the project.
- Request for additional funding from the Redistribution Fund for Kautz Road, which was approved on October 26, 2023.

**2. Update Special Waste Clearances (TS – 2 Hours)**

Coordinate the results of the special waste update and revise the project specifications. No additional testing is anticipated and would be additional cost if required by IDOT. *Huff and Huff's proposal is attached.*

**APPROVED**





<b>Local Public Agency</b> City of St. Charles	<b>County</b> Kane	<b>Section Number</b> 19-00117-00-PV
<b>Prime Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> Matt Baldwin	<b>Date</b> 11/27/2023
<b>Consultant / Subconsultant Name</b>  	<b>Job Number</b>  	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Supplement #2 - Funding, Agreements, and special waste (Huff and Huff)

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	5	MONTHS	<b>OVERHEAD RATE</b>	134.78%
<b>START DATE</b>	11/22/2023		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	4/6/2024		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	4/21/2024			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/22/2023	4/6/2024	5	100.00%

**Local Public Agency**

**County**

**Section Number**

City of St. Charles

Kane

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Engineer 5 (E5)	\$86.00	\$86.00
Engineer 4 (E4)	\$85.05	\$85.05
Engineer 3 (E3)	\$75.03	\$75.03
Engineer 2 (E2)	\$63.36	\$63.36
Engineer 1 (E1)	\$48.30	\$48.30
Planner 5 (P5)	\$86.00	\$86.00
Planner 4 (P4)	\$72.55	\$72.55
Planner 3 (P3)	\$49.97	\$49.97
Planner 2 (P2)	\$54.87	\$54.87
Architect 4 (AR4)	\$77.47	\$77.47
Architect 3 (AR3)	\$57.38	\$57.38
Architect 2 (AR2)	\$46.52	\$46.52
Architect 1 (AR1)	\$35.86	\$35.86
Analyst 2 (AN2)	\$36.40	\$36.40
Environmental Scientist 4 (SC4)	\$80.00	\$80.00
Industry Specialist 4 (IS4)	\$86.00	\$86.00
Industry Specialist 3 (IS3)	\$66.82	\$66.82
Surveyor 4	\$86.00	\$86.00
Construction Services 5 (CS5)	\$86.00	\$86.00
Construction Services 4 (CS4)	\$67.62	\$67.62
Construction Services 3 (CS3)	\$50.43	\$50.43
Construction Services 2 (CS2)	\$38.42	\$38.42
Construction Services 1 (CS1)	\$35.64	\$35.64
Technician 3 (T3)	\$44.02	\$44.02
Technician 1 (T1)	\$20.96	\$20.96
Administrative 3 (A3)	\$54.82	\$54.82
Administrative 2 (A2)	\$33.40	\$33.40





**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Copies B/W 11x17	Actual Cost			\$0.00
Copies Color 8.5x11	Actual Cost			\$0.00
Traffic Counts/Geofencing	Actual Cost (See separate calculations)			\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>



**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Additional Funding			2. Update Special Waste Clearances											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	86.00	0.0																	
Engineer 4 (E4)	85.05	0.0																	
Engineer 3 (E3)	75.03	7.0	31.82%	23.87	6	30.00%	22.51	1	50.00%	37.52									
Engineer 2 (E2)	63.36	1.0	4.55%	2.88				1	50.00%	31.68									
Engineer 1 (E1)	48.30	0.0																	
Planner 5 (P5)	86.00	0.0																	
Planner 4 (P4)	72.55	0.0																	
Planner 3 (P3)	49.97	14.0	63.64%	31.80	14	70.00%	34.98												
Planner 2 (P2)	54.87	0.0																	
Architect 4 (AR4)	77.47	0.0																	
Architect 3 (AR3)	57.38	0.0																	
Architect 2 (AR2)	46.52	0.0																	
Architect 1 (AR1)	35.86	0.0																	
Analyst 2 (AN2)	36.40	0.0																	
Environmental Scientist 4 (E4)	80.00	0.0																	
Industry Specialist 4 (IS4)	86.00	0.0																	
Industry Specialist 3 (IS3)	66.82	0.0																	
Surveyor 4	86.00	0.0																	
Construction Services 5 (C5)	86.00	0.0																	
Construction Services 4 (C4)	67.62	0.0																	
Construction Services 3 (C3)	50.43	0.0																	
Construction Services 2 (C2)	38.42	0.0																	
Construction Services 1 (C1)	35.64	0.0																	
Technician 3 (T3)	44.02	0.0																	
Technician 1 (T1)	20.96	0.0																	
Administrative 3 (A3)	54.82	0.0																	
Administrative 2 (A2)	33.40	0.0																	
<b>TOTALS</b>		22.0	100%	\$58.55	20.0	100.00%	\$57.49	2.0	100%	\$69.20	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



A Subsidiary of GZA



November 14, 2023

via email: [sbpottorff@transystems.com](mailto:sbpottorff@transystems.com)

Mr. S. Brent Pottorff  
TranSystems Corporation  
1475 Woodfield Road, Suite 600  
Schaumburg, Illinois 60173-5550

**Re: Supplemental Phase II Environmental Services – PESA and LPC-663 Document Validation  
Kautz Road Reconstruction and Widening Project  
City of Geneva and City of St. Charles, IL.  
Proposal No.: 81.P013123.24**

Dear Mr. Pottorff:

Huff & Huff, Inc. (H&H), a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to TranSystems Corporation (Client) to provide Supplemental Phase II environmental services in conjunction with the proposed roadway reconstruction and widening project, along Kautz Road in Geneva and St. Charles, Illinois. Client has requested Validation of the 2019 Preliminary Environmental Site Assessment (PESA) and subsequent update of the 2021 LPC-663 Form Documentation that was included in the Preliminary Site Investigation (PSI) Report.

**1. PROJECT UNDERSTANDING**

We understand the Cities of Geneva and St. Charles are proposing improvements along Kautz Road from Commerce Drive (St. Charles) to IL Route 38 (Geneva) with work funded through the Cities’ general funds and are currently seeking scope of services for Phase II activities. The work includes widening of Kautz Road to add a third lane, reconstruction of the majority of the roadway, connection of a recreational trail and formal designation of Kautz Road as a truck route. Additional work may include connection of a multi-use trail to the Prairie Path, railroad coordination, and grant funding assistance. We understand the proposed studies shall follow federal aid process and guidelines, applicable IDOT BLRS and BDE manuals, and local standards.

H&H previously completed a PESA, dated December 16, 2019, in which seven (7) sites were identified as having Recognized Environmental Conditions (RECs) and considered Potentially Impacted Properties (PIPs). These sites were further investigated with a series of soil borings and soil sampling as documented in the May 24, 2021 PSI Report and LPC-663 Form documentation.

Per the IDOT BLRS and BDE Manuals, once 180 days have lapsed a PESA Validation is required and once 3 years have lapsed, a new PESA is required. However, we understand IDOT BDE has been following internal guidance such that PESAs are valid for three (3) years and two (2) validations are allowed at three (3) year increments, allowing a PESA to be valid for nine (9) years with those additional validations. This PESA Validation will be utilized in support of updating the LPC-663 Document with the assumption that sampling is not anticipated provided there are no substantive changes to the former due diligence that would necessitate additional sampling in support of a contemporary LPC-663 document.

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
[www.huffnhuff.com](http://www.huffnhuff.com)  
[www.gza.com](http://www.gza.com)



## **2. SCOPE OF SERVICES**

### **Task 1 – Preliminary Environmental Site Assessment (PESA) Validation**

The PESA was completed December 16, 2019 with seven (7) sites identified as having recognized environmental conditions (RECs) and/or as potentially impacted property (PIPs). A PESA will Validation be completed to perform a re-evaluation of the project area to check for the possibility of new reported releases or incidents to assess if land uses have changed since the PESA was originally drafted. GZA will conduct a PESA Validation for the local roads portion of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The site's historical land use/ownership record will be developed from review of the previously completed PESA.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area (local, non-IDOT jurisdiction) will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

#### **C. Records Review**

A records review will be conducted to identify potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

#### **D. Report Preparation**

One letter report summarizing the results of the evaluation will be prepared. The summary will reference the previous PESA and identify PIPs. Figures identifying the revised project area and will be included in the letter report. This information will also be utilized for Task 2 to update the previously completed LPC-663 Form Documentation.

#### **E. QA/QC and Task Administration**

Each task includes QA/QC time for the project deliverables and project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.



## **Task 2 – Update LPC-663 Form (CCDD) and PSI Documentation**

We have developed the scope of the Updated CCDD assessment based on our current understanding of the project corridor and review of the original PESA and PSI. We intend to utilize the PESA Validation from Task 1 as the basis of updating the LPC-663 Form Document and additional soil sampling is not anticipated at this time. However, it should be noted that industry trends indicate that some CCDD facilities require laboratory analysis to be less than 1-year old regardless of if the updated due diligence is consistent with the original due diligence. Though there are numerous CCDD facilities that are willing to accept analytical data that is greater than 1-year old, provided the current due diligence is consistent with the original findings.

### **A. CCDD (LPC-Form) and PSI Report Documentation**

The LPC-663 Form Documentation that was originally included in the PSI will be updated based on the findings of the PESA Validation from Task 1. The goal is to have the LPC-663 Form packet updated with the new findings and in support of not collecting additional soil samples. We intend to coordinate with CCDD facilities in close proximity to the project corridor to provide the updated documents for their review and if acceptable, to also provide pre-acceptance authorization letters for inclusion in the bid documents if desired by the project owners.

We also intend to update the PSI with a new cover letter referencing the PESA Validation and updated LPC-663 form Documentation and also revise the existing figures to include Client provided design cad linework information to include stationing and offset for the previously reported Soil Classifications per IDOT Article 669.05 and the associated table. This will serve to facilitate drafting of special/standard provisions and pay items for the bid documents.

### **B. QA/QC and Task Administration**

Each task includes QA/QC time for the project deliverables and project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

## **3. PROJECT COSTS**

Manhours by Classification and costs have been included on the attached CECS spreadsheets. Since we understand the project is split between local agency project owners (Geneva at 68% of fee and St. Charles at 32% of fee), we have included a combined set of costs for reference and the requested split costs for each local agency utilizing the BLR 05514 Cost Plus Fixed Fee worksheets. The total proposed cost for the scope of services identified above is \$7,950 and the Geneva/S. Charles split requested by client is \$5,406 and \$2,544, respectively.

## **4. LEVEL OF EFFORT AND SCHEDULE**

PESA Validation and Updated CCDD Documentation Task work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval.

## **5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the



findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

**ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,  
**Huff & Huff, Inc.**

Jeremy J. Reynolds, P.G.  
Associate Principal

Attachments: Terms and Conditions  
BLR 05514 CECS Worksheets

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

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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





81.P013123.24– Supplemental Phase II Kautz Road Improvements, Geneva and St. Charles, IL  
TranSystems Corporation  
November 14, 2023  
*ATTACHMENTS*

**ATTACHMENT A**  
**TERMS AND CONDITIONS**



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

Client ("You"): TranSystems Corporation

Proposal No: 81.P013123.24

Site: Kautz Rd PESA and CCDD Update

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named above.

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

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
4. **Your Responsibilities.**
  - a. Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and H&H and its officers, directors, members, partners, agents, employees, and subconsultants (the "H&H Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the H&H Indemnitees for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. Although H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.



7. **Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE H&H INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY H&H AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**

8. **Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.

9. **H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers,, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of H&H or other contractor/consultant(s), which audit may require additional Services, even though H&H and such H&H Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate H&H for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

10. **Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the H&H Indemnitees harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of any Wastes.

11. **Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

12. **Changed Conditions.**

a. You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the initial Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.

b. If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.

c. If no agreement can be reached, H&H will be entitled to terminate the Services and to be equitably compensated for the Services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

13. **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

14. **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

15. **Confidentiality; Subpoenas.** Information about this Agreement and H&H's Services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.



- 16. Insurance.** During performance of the Services, H&H will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.
- 17. Indemnification.** You agree to hold harmless, indemnify, and defend the H&H Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by H&H's negligence or willful misconduct.
- 18. Limitation of Remedies.**
- To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
  - You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - Any claim will be deemed waived unless written notice of such claim is received by H&H within one year of substantial completion of the Services.
  - H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
  - H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
  - You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and H&H waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. The you or H&H, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 19. Disputes.**
- All disputes between you and H&H shall be subject to non-binding mediation.
  - Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
  - The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
  - No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and H&H sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and H&H may immediately file suit to enforce the terms of this Agreement.
- 20. Miscellaneous.**
- This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the State of Illinois, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
  - The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
  - Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against H&H unless specifically approved in writing by a Principal of H&H.
  - Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
  - This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of H&H.
  - Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
  - Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
  - These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
  - The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
  - The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
  - Any reports generated by H&H will be subject to H&H's standard report limitations for that particular type of report.
- 21. Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. H&H therefore cannot guaranty specific results such as the identification or removal of all asbestos or other contamination.



- 22. Microbial Services (If Applicable).** If the Services include microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a. You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores, grows very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which H&H has neither control or responsibility, H&H cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
  - b. You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. H&H therefore cannot guaranty specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
  - c. You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite H&H's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against H&H provided H&H followed all applicable laws and regulations pertaining to the Work.
  - d. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
  - e. You further agree that where H&H shall performs Services intended to minimize the risk of Microbial infestations, H&H shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot and you agree to waive any Microbial infestation claim(s) against H&H, and you agree to indemnify, defend and hold the H&H Indemnitees harmless from any claim alleging that H&H's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from re-occurring.



81.P013123.24– Supplemental Phase II Kautz Road Improvements, Geneva and St. Charles, IL  
November 14, 2023  
TranSystems Corporation  
*ATTACHMENTS*

**ATTACHMENT B**

**BLR 05514 COST WORKSHEETS**



<b>Local Public Agency</b> City of Geneva and City of St. Charles	<b>County</b> Kane	<b>Section Number</b> 19-00117-00-PV
<b>Prime Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> JJR	<b>Date</b> 11/14/2023
<b>Consultant / Subconsultant Name</b> Huff & Huff, Inc., a subsidiary of GZA, Inc.	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Supplemental Phase II Environmental Services (PESA Validaiton and Update LPC-663 CCDD Form Document) Consistent with Prior Agreements, we understand a split of all invoices with 68% to Geneva and 32% to St. Charles.

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	2	MONTHS	
START DATE	11/15/2023		
RAISE DATE	3/1/2024		
END DATE	1/14/2024		

OVERHEAD RATE	190.00%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	11/15/2023	1/14/2024	2	100.00%

The total escalation = 0.00%

**Local Public Agency****County****Section Number**

City of Geneva and City of St. Charles

Kane

19-00117-00-PV

**Consultant / Subconsultant Name****Job Number**

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

**PAYROLL RATES**

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$84.29	\$84.29
Associate Principal III	\$79.45	\$79.45
Associate Principal II	\$72.15	\$72.15
Associate Principal I	\$68.96	\$68.96
Senior Consultant II	\$78.93	\$78.93
Senior Consultant I	\$43.23	\$43.23
Senior Project Manager III	\$68.98	\$68.98
Senior Project Manager II	\$57.21	\$57.21
Senior Project Manager I	\$53.79	\$53.79
Senior Landscape Architect	\$59.54	\$59.54
Senior Planning PM	\$56.62	\$56.62
Senior Technical Specialist I	\$55.05	\$55.05
Senior Scientist PM II	\$57.08	\$57.08
Senior Technical Scientist	\$54.50	\$54.50
Scientist PM II	\$49.25	\$49.25
Scientist PM I	\$43.14	\$43.14
Assistant PM Scientist	\$38.22	\$38.22
Environmental Engineer PM II	\$49.99	\$49.99
Environmental Engineer PM I	\$46.24	\$46.24
Assistant PM Engineer I	\$42.77	\$42.77
Engineer II	\$30.87	\$30.87
Engineer I	\$33.43	\$33.43
Scientist SII	\$28.92	\$28.92
Scientist SI	\$32.79	\$32.79
Technical Graphics Technician	\$25.96	\$25.96
Administrative Manager	\$48.89	\$48.89
Senior Administrative Assistant	\$34.50	\$34.50





**Local Public Agency**

City of Geneva and City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	66	\$0.66	\$43.23
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	2	\$3.40	\$6.80
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Database Package	Actual Cost	1	\$175.00	\$175.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$225.03</b>

**Local Public Agency**

City of Geneva and City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PESA Validation	225	21.25	835	1,586	276	0	2,697	33.92%
Task 2: Update LPC-663 & PSI Figures	0	42.75	1,557	2,957	514	0	5,028	63.25%
<b>Subconsultant DL</b>							\$0.00	
<b>Direct Costs Total ==&gt;</b>	\$225.03						<b>\$225.03</b>	2.83%
<b>TOTALS</b>		64	2,392	4,543	790	-	7,950	100.00%

6,935

**Local Public Agency**

City of Geneva and City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: PESA Validation			Task 2: Update LPC-663 & PSI Figures											
		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	84.29	0.0																	
Associate Principal III	79.45	0.0																	
Associate Principal II	72.15	2.0	3.13%	2.25	1	4.71%	3.40	1	2.34%	1.69									
Associate Principal I	68.96	4.0	6.25%	4.31	2	9.41%	6.49	2	4.68%	3.23									
Senior Consultant II	78.93	0.0																	
Senior Consultant I	43.23	0.0																	
Senior Project Manager III	68.98	0.0																	
Senior Project Manager II	57.21	0.0																	
Senior Project Manager I	53.79	0.0																	
Senior Landscape Architect	59.54	0.0																	
Senior Planning PM	56.62	0.0																	
Senior Technical Specialist I	55.05	0.0																	
Senior Scientist PM II	57.08	0.0																	
Senior Technical Scientist	54.50	0.0																	
Scientist PM II	49.25	0.0																	
Scientist PM I	43.14	4.0	6.25%	2.70	2	9.41%	4.06	2	4.68%	2.02									
Assistant PM Scientist	38.22	8.0	12.50%	4.78	2	9.41%	3.60	6	14.04%	5.36									
Environmental Engineer PM II	49.99	0.0																	
Environmental Engineer PM I	46.24	0.0																	
Assistant PM Engineer I	42.77	0.0																	
Engineer II	30.87	0.0																	
Engineer I	33.43	20.0	31.25%	10.45	6	28.24%	9.44	14	32.75%	10.95									
Scientist SII	28.92	0.0																	
Scientist SI	32.79	20.0	31.25%	10.25	6	28.24%	9.26	14	32.75%	10.74									
Technical Graphics Technician	25.96	4.5	7.03%	1.83	1.5	7.06%	1.83	3	7.02%	1.82									
Administrative Manager	48.89	0.0																	
Senior Administrative Assistant	34.50	1.5	2.34%	0.81	0.75	3.53%	1.22	0.75	1.75%	0.61									
<b>TOTALS</b>		64.0	100%	\$37.37	21.3	100.00%	\$39.29	42.8	100%	\$36.41	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**City of St Charles CHANGE ORDER:**

**Contract #            PO#**

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

**1. This Change Order is required due to** (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions            |
| <input type="checkbox"/> Change in Scope                | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> _____                          |  |

**2. The effect of this change is** (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____      | <input type="checkbox"/> Extension of _____ (calendar / work) days        |
| <input type="checkbox"/> Material is increased by \$ _____        | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ |   |
| <input type="checkbox"/> _____                                    |   |

**3. Attachments Supporting Change Order** (check all that apply)

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal                                 | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) |                                       |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	<b>a</b>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	<b>b</b>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	<b>c</b>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	<b>d</b>	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	<b>e</b>	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? <b>Yes/ No</b>	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

**City Project Manager** \_\_\_\_\_ *[Signature]* Date 2/7/2024

**Contractor/Professional Service Provider** \_\_\_\_\_ *[Signature]* Date \_\_\_\_\_