

COUNCIL WORKSHOP ITEM

ITEM: Design Engineering Services for Grant Project:
Dunham Road Improvements, Project 06-99

DATE: February 22, 2002

PREPARED BY: John J. Bajor, Jr., Director of Public Works
Brian Parks, Senior Engineer, Department of Public Works

PURPOSE: Place award of contract for design engineering services to TranSystems Corporation for the Dunham Road Improvements, Project 06-99, on the March 19, 2002 Active Agenda.

DISCUSSION:

The Village will receive Surface Transportation Program Federal grant construction funding through the DuPage Mayor and Managers Conference for the project:

Dunham Road Improvements, Project 06-99: Resurfacing Dunham Road between 71st/Dunham and Andrus/71st. Reconstructing and widening Dunham Road between Lemont Road and 71st/Dunham, tentatively scheduled for 2004 construction. The Village will receive 70%, or approximately \$574,00 of the total estimated \$820,000 construction cost.

The Village is responsible for the cost of engineering the project through the Federal process, as well as administration of the engineering contract.

A request for Statements of Qualifications for engineering services for the mentioned project was sent to thirty (30) area firms. Eighteen (18) firms submitted Statements of Qualifications. The Village requested interviews from four (4) of these firms. Of the four (4) firms interviewed, TranSystems was chosen for the Dunham Road Improvements Project.

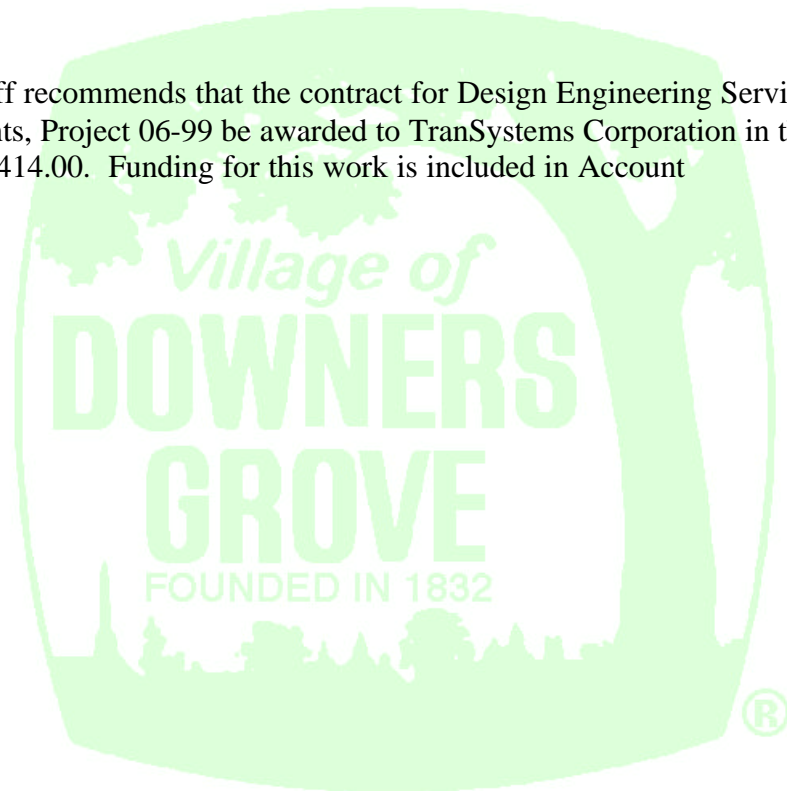
TranSystems has not provided engineering services for the Village in the past, however their knowledge and understanding of the Dunham Road Project was thorough and very detailed. They have completed many similar projects with STP funding and understand the grant requirements and process which is important for this type of project. Their client reference list includes the Village of Northbrook, Village of Villa Park, Village of Woodridge, Village of Schaumburg, Village of Carol Stream and Village of Hinsdale as well as several others. These mentioned municipalities were contacted with each one giving high marks for TranSystems services.

Copies of the TranSystems Corporation's proposal and agreement are attached.

This recommendation is for design engineering only. Services for construction engineering are available as well upon request. If the Village does wish to contract for construction engineering services with TranSystems Corporation, the proposal can be evaluated prior to Phase 3 engineering.

RECOMMENDATION: Staff recommends that the contract for Design Engineering Services for Dunham Road Improvements, Project 06-99 be awarded to TranSystems Corporation in the not-to-exceed amount of \$130,414.00. Funding for this work is included in Account 220.522.0000.5707.

Attachments





RECEIVED 2/26/02

February 26, 2002

Mr. Brian Parks
Senior Engineer
Village of Downers Grove
Public Works Department
5101 Walnut Avenue
Downers Grove, IL 60515

Reference: Dunham Road Improvements
Village of Downers Grove

Dear Mr. Parks:

We are pleased to submit herein two (2) Agreements for Consulting Services for the referenced project. The agreement incorporates the Villages recent comments. Please sign both copies and return one to this office.

Thank you again for the opportunity to serve you on this project. We look forward to working with you and your staff.

Very truly yours,

TranSystems Corporation

John P. Wielebnicki, P.E.

JPW:jac
enclosures

**AGREEMENT BETWEEN
VILLAGE OF DOWNERS GROVE and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2002, by and between VILLAGE OF DOWNERS GROVE (hereafter referred to as "CLIENT") and TRANSYSTEMS CORPORATION (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design the following described project:

Reconstruction and resurfacing of Dunham Road from Lemont Road to Andrews/71st Street to provide a new urban cross-section with bike lanes including roadway, street lighting, traffic signal, sidewalks, maintenance of traffic, and contract documents.

Whereas CLIENT desires to engage TRANSYSTEMS to provided and perform certain professional services in connection the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

SECTION 1.1. Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services described and referred to in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

SECTION 1.2. TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

SECTION 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Notwithstanding the foregoing, when required by the "Contract Documents" (as such term is defined in Section 8.2 below) in circumstances beyond TRANSYSTEMS control, TRANSYSTEMS shall perform or obtain from others Additional Services as circumstances require during construction and without waiting for specific instructions from CLIENT, and TRANSYSTEMS will be paid therefor as provided in Section 5, any of the following: Services in connection with the contract amendments or work directives, drawing or specification revisions required by substitutions or field changes, services resulting from delays due to work damage, defective or neglected work, default by any contractor, or other third party or contractor delays.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside consultant services not specifically required herein, out-of-town travel, and preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

SECTION 2.2. Changes in the Services.

SECTION 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT

approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

SECTION 2.2.2 Constructive Changes and Other Additional Costs.

In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

SECTION 3.1. CLIENT Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

SECTION 3.2. Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon all such information and the accuracy thereof.

SECTION 3.3. Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement.

SECTION 3.4. CLIENT Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

SECTION 3.5. Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or other wise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or consultants) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

SECTION 3.6. Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

SECTION 3.7. Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services;

SECTION 3.8. Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit A, if any.

SECTION 3.9. Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

SECTION 3.10. Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

SECTION 4.1. Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

SECTION 4.2. Completion Date. TRANSYSTEMS agrees to complete the Basic Services by December 31, 2004 (the "Completion Date"), based on a March 15, 2002 Notice to Proceed. If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

SECTION 4.3. Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

SECTION 5.1. Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

SECTION 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1,

CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Cost Plus Fixed Fee Basis with a Maximum Upper Limit of \$130,414 for Preliminary and Design Engineering Services.

Cost Plus Fixed Fee Basis with a Maximum Upper Limit of \$122,207 for Construction Engineering Services.

SECTION 5.2. Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

SECTION 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

SECTION 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates and consultants and subconsultants and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

SECTION 5.3. TRANSYSTEMS' Schedule of Rates and Expenses. TRANSYSTEMS' initial Schedule of Rates and Expenses is attached hereto as Schedule 1. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

SECTION 5.4. Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the amount of time spent and costs and expenses incurred by TRANSYSTEMS during the period covered by each such statement. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

SECTION 5.5. Other Provisions Concerning Payments.

SECTION 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within sixty (60) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the sixtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

SECTION 5.5.2 Payments after Termination by CLIENT. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and consultants employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, consultants and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

SECTION 5.5.3 Payments after Termination by TRANSYSTEMS. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and consultants employed by TRANSYSTEMS to render Basic Services or Additional Services incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, consultants and others performing or

furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

SECTION 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If Client desires to have copies of such records, copies will be made available to CLIENT upon Client's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

SECTION 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

SECTION 6.1. Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS.

SECTION 7 GENERAL CONSIDERATIONS

SECTION 7.1. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party 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.

SECTION 7.2. Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and consultants) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or consultants, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and consultants from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

SECTION 7.3. Use of Electronic Media. Original drawings of the information contained on the electronic media are available, and their use is recommended. Use of the electronic media at the CLIENT's election shall be at the sole risk of the CLIENT and without liability or legal exposure to TRANSYSTEMS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and consultants from and against any and all claims suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting from any use, misuse, alteration, or modification of TRANSYSTEMS' instruments of professional service delivered to the CLIENT in electronic media form.

SECTION 7.4. Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and consultants) pursuant to this Agreement.

SECTION 7.5. Limitation of Responsibility, Job Site Safety/Techniques. TRANSYSTEMS shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, nor for safety precautions and programs (including, but not limited to, any shoring, bracing, scaffolding

or other safety systems or programs) in connection with the Project or any contractor, subcontractor, vendor or other Project participant, not under contract to TRANSYSTEMS (collectively the "Other Project Parties"). In addition, TRANSYSTEMS shall not be responsible for: i) the failure of any of the Other Project Parties to fulfill their respective contractual responsibilities and obligations to CLIENT or to comply with federal, state or local laws, rules, regulations or codes; ii) for the schedules of any of the Other Project Parties or the failure of any of the Other Project Parties to carry out their work in accordance with their respective agreements. TRANSYSTEMS shall not have control over or charge of and shall not be responsible for acts or omissions of the Other Project Parties, or their agents or employees, or of any other persons performing portions of the work on the Project.

SECTION 7.6. Insurance.

SECTION 7.6.1 TRANSYSTEMS Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in accordance with Exhibit D, CLIENT Insurance Requirements.

SECTION 7.6.2 CLIENT Insurance. If, pursuant to the provisions of Section 7.6.1, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Section 7.6.1. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

SECTION 7.7. Liability and Indemnification.

SECTION 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

SECTION 7.7.2 TRANSYSTEMS Indemnification. In addition to its other indemnification obligations under this Agreement, TRANSYSTEMS hereby agrees to indemnify and hold harmless the CLIENT and any of its officers or employees from all loss, damage, cost or expense arising out of (and to the extent caused by):

1. TRANSYSTEMS' negligent performance of Services under this Agreement;
acts, errors or omissions of TransSystem,
its employees or contractors; or
2. Injury or damages received or sustained by any party because of the negligent acts, errors or omissions of TRANSYSTEMS, its employees or subcontractors.

In the event losses, damages, costs or expenses are caused by the joint or concurrent negligence of TRANSYSTEMS and CLIENT, such losses, damages, costs and expenses shall be borne by each party in proportion to its own negligence.

SECTION 7.7.3 CLIENT Indemnification. In addition to its other indemnification obligations under this Agreement, CLIENT hereby agrees to indemnify and hold harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense arising out of (and to the extent caused by):

1. CLIENT's negligent acts, errors or omissions of CLIENT, its employees or contractors; or

2. Injury or damages received or sustained by any party because of the negligent acts, errors or omissions of CLIENT, its employees or contractors.

In the event losses, damages, costs or expenses are caused by the joint or concurrent negligence of TRANSYSTEMS and CLIENT, such losses, damages, costs and expenses shall be borne by each party in proportion to its own negligence.

SECTION 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

SECTION 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, its employees, agents or subcontractors).

SECTION 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

SECTION 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total

compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability insurance maintained by TRANSYSTEMS, whichever is less.

SECTION 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

SECTION 8.1. Special Provisions. This Agreement is subject to no special provisions.

SECTION 8.2. Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

- Exhibit A - Scope of Engineering Services
- Exhibit B - Cost Estimate of Consultant Services
- Exhibit C - Scope of Services by Others
- Exhibit D - Client Insurance Requirements

SECTION 8.3. Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 8.4. Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

SECTION 8.5. Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8.5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Illinois.

SECTION 8.6. Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, consultants or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

SECTION 8.7. Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

SECTION 8.8. Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, consultants and other subcontractors to perform or assist in the performance of the Services.

SECTION 8.9. Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

Village of Downers Grove
Public Works Department
5101 Walnut Avenue
Downers Grove, IL 60515-4074

Attention: Mr. John J. Bajor, Jr., Director of Public Works

If to TRANSYSTEMS:

TranSystems Corporation
1051 Perimeter Drive
Suite 1025
Schaumburg, IL 60173-5058

Attention: Ms. Grace L. Dysico, Vice President

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

SECTION 8.10. Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Illinois.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

(e) The parties agree to look solely to each other with respect to the performance of this Agreement and the Services to be provided hereunder. This Agreement and each and every provision hereof is for the exclusive benefit of CLIENT and TRANSYSTEMS and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third party beneficiary thereof.

(f) No failure by either party to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, and no waiver of any breach shall constitute a waiver of any other or subsequent term, condition, instruction, breach, right or privilege.

(g) The parties acknowledge and agree that the terms and conditions of this Agreement, including but not limited to those relating to allocations and assumptions of, releases from, exclusions against and limitations of liability, have been freely and fairly negotiated. Each party acknowledges that in executing this Agreement they have relied solely on their own judgment, belief, and knowledge, and such advice as they may have received from their own counsel, and they have not been influenced by any representation or statements made by any other party or its counsel. No provision in this Agreement is to be interpreted for or against any party because that party or its counsel drafted such provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2002.

VILLAGE OF DOWNERS GROVE

By: _____

Printed Name: _____

Title: _____

TRANSYSTEMS CORPORATION

By: Charles J. Stenzel

Printed Name: Charles J. Stenzel

Title: Vice President

ATTEST:

By: _____

Printed Name: _____

Title: _____

By: Brian L. Fairwood

Printed Name: Brian L. Fairwood

Title: Assistant Vice President

EXHIBIT A

Scope of Engineering Services

EXHIBIT A

SCOPE OF ENGINEERING SERVICES

**Dunham Road Improvements
FAU Route 2612
Preliminary and Design Engineering Services**

Preliminary and design engineering services for a 0.6 mile segment of Dunham Road from Lemont Road to 71st/Andrus Avenue in Downers Grove, DuPage County, Illinois.

Preliminary Engineering Services

1. **Project Coordination and Data Collection**
 - a. Preliminary conference with the Village staff to discuss goals and objectives of the project.
 - b. Obtain existing roadway plans, right-of-way data, tax maps, development plans, traffic data, accident reports for 1999, 2000 and 2001, utility atlases and aerial mapping.
 - c. Obtain from Village manual peak hour traffic counts (including truck percentage) at the intersections of Lemont Road, 71st Street, and Andrus Avenue.
 - d. Conduct a pre-application meeting with the DuPage County Department of Development and Environmental Concerns to discuss Stormwater Permit submittal.
 - e. Meet with IDOT/FHWA to coordinate the project and obtain design approval.
2. **Field Survey**
 - a. Utilize the Village's 1999 topographic survey for the section between Lemont Road and 71st Street. Supplemental survey for specific grades or other information will be required.
 - b. Conduct a topographic design survey for sections not previously obtained by the Village. This would include the intersection of Lemont Road and Dunham Road and the section of 71st Street from Dunham Road to Andrus Avenue. The survey

will be based on the English system including establishment of horizontal and vertical controls, topography, cross sections (at 100-foot increments), drainage, culverts, and right-of-way verification.

- c. Download topographic survey and cross sections in AutoCAD R14 for use in the preliminary design studies. Plot survey at 1" = 20' scale and plot existing cross sections.

3. Preliminary Design Studies

- a. Reduce traffic count data and prepare traffic volume summary sheets for use in the Intersection Design Study.
- b. Coordinate with Village, IDOT, and CATS to receive concurrence on projected design hourly and average daily traffic volumes.
- c. Prepare accident summary tables, collision diagrams, and identify accident patterns for the most recent available three year study period (1999, 2000 & 2001). Perform accident and wet pavement accidents analyses for project intersections and segments.
- c. Review capacity and operation requirements for the Lemont Road, 71st Street, and Andrus Avenue intersections.
- d. Perform sight distance analysis to improve profile at 71st Street and channelization improvements to Lemont Road intersection and possible realignment at the 71st Street intersection.
- e. Analyze proposed roadway layout for continuous two-lane urban section.
- f. Based on evaluation of current traffic and accident data, conduct a capacity analysis utilizing current HCS software and prepare an Intersection Design Study for Lemont Road Intersection.
- g. Review traffic signal warrants for the Lemont Road intersection and stop sign warrants for unsignalized intersections of 71st Street and Andrus Avenue.
- h. Review projected bicycle/pedestrian usage to determine bikeway facility type. The on-street striped bikeway alternative will be analyzed. An off-street concept will also be reviewed with the Village for consideration.
- i. Meet with the Village to discuss alternative designs and select preferred improvement plan.

- j. Analyze proposed lighting concept to identify need, replacement lighting, type, and criteria based on Village standards.
- k. Identify need for retaining walls due to roadway widening and impact on existing wetlands.
- l. Meet with IDOT to present preferred improvement plan and obtain FHWA approval of design concepts and variances, if any.

4. Drainage and Hydraulic Study

- a. Identify drainage boundaries, localized drainage conditions, detention requirements, and outfall constraints.
- b. Develop preliminary layout for the existing storm sewer rehabilitation, proposed storm sewers, and detention requirements.
- c. Compile FIS and FEMA Flood Map information for the project area.
- d. Identify floodway/floodplain filling impacts due to profile adjustments to widen the existing roadway and provide an enclosed drainage system.

5. Environmental Studies

- a. Prepare Environmental Survey Request form to obtain biological, cultural and archaeological review and signoff for the project.
- b. Perform a full photographic survey of project area.
- c. Prepare a wetland delineation and impact evaluation to discuss wetland impacts and mitigation requirements.
- d. Perform air quality and noise quality analyses using FHWA approved software based on existing, no-build, and build alternatives, as required.
- e. Prepare information for the initial permit application meeting for the DuPage County Stormwater Management Permit (Wetland and Stormwater submittals). Initial permit submittals will be included in Design Engineering Services.
- f. Summarize environmental study and incorporate into the Project Development Report.

6. Preferred Improvement Plan

- a. Prepare Preferred Improvement Plan and Profile based on design studies, environmental studies, intersection design studies, and public input.
- b. Analyze maintenance of traffic concept along Dunham Road to identify construction staging approach.
- c. Develop right-of-way and temporary easement needs as required based on proposed geometrics and review of cross sections.

7. Public Coordination

- a. Conduct Public Meetings to present project need, preferred improvement plan, environmental impacts, project costs and schedule. The Public Meeting will be conducted as an open house format per IDOT requirements. Prepare all notifications, handouts, presentation text, exhibits, and minutes. A Notice of Public Improvement will be published minimum of 15 days prior to the Public Meeting to identify public interest.

8. Project Development Report

- a. Prepare the Draft Project Development Report provided in the format of a Categorical Exclusion Type 2 (IDOT Form BLR 5250) which will summarize the preliminary engineering efforts including data collection, coordination documentation, alternative analysis, and Preferred Improvement Plan.
- b. Prepare a preliminary estimate of cost based on the preferred improvement plan.
- c. Submit the Draft Report for Village and IDOT review and comment.
- d. Update the Final Report based on agency and public review comments.
- e. Incorporate the Public Meeting documentation, including disposition of all comments, into the Final Report.
- f. Submit the Final Report for final approval by the Village and IDOT in order to obtain Design Approval.

Design Engineering Services

1. Project Coordination

- a. Conduct preliminary and prefinal plan review meetings with the Village and Illinois Department of Transportation (IDOT).
- b. Meet with DuPage County Department of Development and Stormwater to receive Stormwater Permit approval.
- c. Conduct utility coordination to identify potential conflicts and establish relocation schedule.
- d. Coordination with the Village and IDOT to prepare Local Agency Agreement and obtain contract document approval.

2. Preparation of Prefinal Contract Plan

It is anticipated that the following sheets would be included in the contract plans for the Dunham Road Improvements. The project will be prepared in English format.

<u>List of Plan Sheets</u>	<u>Number of Sheets</u>
Title	1
Notes/Index/Standards	1
Summary of Quantities	2
Existing and Proposed Typical Sections	1
Alignment, Ties, and Bench Marks	1
Plan and Profile (1" = 20')	7
Detour Plan	1
Maintenance of Traffic Typical Sections	1
Maintenance of Traffic Plan Details	2
Pavement Marking, Signing, Landscaping Plan	2
Sheet-Pile Retaining Wall Plan	1
Lemont Road Traffic Signal Plans and Details	5
Lighting Plans and Details	5
Detention Pond Grading and Planting Plan	1
Cross Sections	3
Roadway and Utility Details	2
District 1 and Village Standards	6
TOTAL	42

3. Preparation of Construction Permits

- a. Preparation of DuPage County Stormwater Management Permit including coordination of on-site or off-site banking for wetland mitigation.
- b. Preparation of the Section 404/401 Joint Permit application.

4. Preparation of Prefinal Documents

- a. Prepare summary of quantities and estimate of construction cost based on current contract unit prices.
- b. Prepare supplemental specifications and checklist of recurring specifications.
- c. Prepare estimate of time required and status of utilities to be adjusted.
- c. Submit prefinal plans, special provisions, and estimates to the Village and IDOT Bureau of Local Roads for review and comment. Plans will also be submitted to utility companies to identify potential conflicts.

5. Final Contract Plan and Document Approval

- a. Based on comments received from the aforementioned agencies, final contract plans, specifications and documents will be prepared.
- b. Process final contract documents through IDOT for a project letting.

This scope does not include the following items which may be required if identified in the project development:

- a. Soil borings for retaining walls.
- b. Wetland mitigation plans.
- c. Right of way acquisition and plat preparation services.
- d. Private entrance realignment.

TranSystems Corporation will provide Construction Engineering services and all necessary coordination for the street improvements. The scope of services are identified below:

Phase III Engineering

- A. Daily construction observation meeting Village and IDOT procedures.
- B. Provide coordination between the Village of Downers Grove, IDOT and the contractor throughout the project, including holding weekly meetings, as required.
- C. Review shop drawings and catalog cuts for conformance with Contract documents.
- D. Observe, document, and inform the Village of Downers Grove of the opinion of the adequacy of the establishment and maintenance of the traffic control including pedestrian activity.
- E. Geometric control including all construction staking and layouts.
- F. Quality control in the construction work in progress and the enforcement of the contract provisions in accordance with the IDOT Construction Manual.
- G. Measurement and computation of pay items.
- H. Maintain a daily and weekly record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- I. Preparation and submission to the Village in the required form and number of copies, all partial and final payment estimates, changes orders, records, documentation, and reports required by the Village.
- J. Quarter size "Red Line" revision of contract drawings to reflect record conditions.
- K. Provide Construction Manager to provide guidance to field personnel as to Contract requirements and daily documentation.

All material testing to be performed by consulting firm under retention by the Village.

EXHIBIT B

Cost Estimate of Consultant Services

EXHIBIT B

SUMMARY OF COST ESTIMATE OF CONSULTANT SERVICES

SHEET 1 OF 10

ROUTE: Dunham Road Improvements
 PROJECT: Downers Grove
 SECTION:
 COUNTY: DuPage
 JOB NO.:

FIRM: TranSystems Corporation

DATE: February 14, 2002

OVERHEAD RATE: 152.79%

COMPLEXITY FACTOR: 0

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D-1)	OUTSIDE DIRECT COSTS (D-2)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
Phase I Preliminary Engineering									
1. Project Coord. & Data Collection	50	1,396	2,133	-	34	480	-	4,043	8.0%
2. Field Survey	60	1,433	2,189	108	10	508	-	4,248	8.4%
3. Preliminary Design Study	132	3,535	5,401	-	94	1,228	-	10,258	20.2%
4. Drainage and Hydraulic Study	76	2,063	3,152	-	89	709	-	6,013	11.8%
5. Environmental Studies	60	1,537	2,348	-	-	528	2,275	6,688	13.2%
6. Preferred Improvement Plan	92	2,365	3,613	-	66	813	-	6,857	13.5%
7. Public Coordination	48	1,311	2,003	-	54	451	-	3,819	7.5%
8. Project Development Report	118	3,004	4,590	-	256	1,032	-	8,882	17.5%
PHASE I - TOTAL	636	16,644	25,429	108	603	5,749	2,275	50,808	100.0%
Phase II Engineering Services									
1. Project Coordination	52	1,589	2,428	-	-	546	-	4,563	5.7%
2. Prep. of Preliminary Contract Plan	640	16,122	24,633	-	436	5,540	-	46,731	58.7%
3. Prep. of Preliminary Documents	52	1,368	2,090	-	100	470	-	4,028	5.1%
4. Preparation of Construction Permits	56	1,466	2,240	-	100	504	4,335	8,645	10.9%
5. Final Contract Plan & Documents	200	5,236	8,000	-	604	1,799	-	15,639	19.7%
PHASE II - TOTAL	1,000	25,781	39,391	-	1,240	8,859	4,335	79,606	100.0%
TOTAL	1,636	42,425	64,820	108	1,843	14,608	6,610	130,414	

Subconsultant Services: Wetland Delineation and Permitting (Huff & Huff Inc.): = \$6610

AVERAGE HOURLY PROJECT RATES

ROUTE: Dunham Road Improvements
 PROJECT Downers Grove
 SECTION
 COUNTY DuPage
 JOB NO.

TransSystems Corporation
 Phase I - Preliminary Engineering

DATE:

February 14, 2002

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ITEM 1 Project Coordination and Data Collection			ITEM 2 Field Survey			ITEM 3 Preliminary Design Studies			ITEM 4 Drainage & Hydraulic Study			ITEM 5 Environmental Studies		
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Principal In Charge	60.00	2	4.0	\$2.40		0.0	\$0.00	2	1.5	\$0.91		0.0	\$0.00		0.0	\$0.00
Senior Project Manager	52.51	4	8.0	\$4.20		0.0	\$0.00	8	6.1	\$3.18	4	5.3	\$2.76	4	6.7	\$3.50
Chief Structural Engineer	51.22		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Project Manager	48.82		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Senior Project Engineer	47.72		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Design Engineer III	28.41	8	16.0	\$4.55		0.0	\$0.00	32	24.2	\$6.89	24	31.6	\$8.97	8	13.3	\$3.79
Design Engineer II	25.37	12	24.0	\$6.09		0.0	\$0.00	24	18.2	\$4.61	32	42.1	\$10.68	10	16.7	\$4.23
Design Engineer I	21.29	4	8.0	\$1.70		0.0	\$0.00	16	12.1	\$2.58		0.0	\$0.00	12	20.0	\$4.26
Survey Crew Chief	25.50		0.0	\$0.00	24	40.0	\$10.20		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Senior Engineering Tech.	27.10		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
CADD Technician III	23.38	10	20.0	\$4.68	24	40.0	\$9.35	32	24.2	\$5.67	8	10.5	\$2.46	16	26.7	\$6.24
CADD Technician II	21.65	8	16.0	\$3.46	12	20.0	\$4.33	16	12.1	\$2.62	8	10.5	\$2.28	8	13.3	\$2.89
CADD Technician I	15.94		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Administrative Assistant	21.04	2	4.0	\$0.84		0.0	\$0.00	2	1.5	\$0.32		0.0	\$0.00	2	3.3	\$0.70
TOTALS		50	100.0	\$27.92	60	100.0	\$23.88	132	100.0	\$26.78	76	100.0	\$27.15	60	100.0	\$25.61

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ITEM 6 Preferred Improvement Plan			ITEM 7 Public Coordination			ITEM 8 Project Development Report			TOTAL		
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Principal In Charge	60.00	2	2.2	\$1.30		0.0	\$0.00		0.0	\$0.00	6	0.9	\$0.56
Senior Project Manager	52.51	2	2.2	\$1.14	4	8.3	\$4.37	4	3.4	\$1.78	30	4.7	\$2.48
Chief Structural Engineer	51.22		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00	0	0.0	\$0.00
Project Manager	48.82		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00	0	0.0	\$0.00
Senior Project Engineer	47.72		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00	0	0.0	\$0.00
Design Engineer III	28.41	20	21.7	\$6.18	8	16.7	\$4.74	30	25.4	\$7.22	130	20.4	\$5.81
Design Engineer II	25.37	8	8.7	\$2.21	16	33.3	\$8.46	24	20.3	\$5.16	126	19.8	\$5.03
Design Engineer I	21.29		0.0	\$0.00		0.0	\$0.00	16	13.6	\$2.89	48	7.6	\$1.61
Survey Crew Chief	25.50		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00	24	3.8	\$0.96
Senior Engineering Tech.	27.10		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00	0	0.0	\$0.00
CADD Technician III	23.38	40	43.5	\$10.17	20	41.7	\$9.74	24	20.3	\$4.76	174	27.4	\$6.40
CADD Technician II	21.65	20	21.7	\$4.71		0.0	\$0.00	16	13.6	\$2.94	88	13.8	\$3.00
CADD Technician I	15.94		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00	0	0.0	\$0.00
Administrative Assistant	21.04		0.0	\$0.00		0.0	\$0.00	4	3.4	\$0.71	10	1.6	\$0.33
TOTALS		92	100.0	\$25.71	48	100.0	\$27.31	118	100.0	\$25.46	636	100.0	\$26.18

Dunham Road Improvements
Village of Downers Grove

Sheet 3 of 10

Phase I Direct Cost Summary
TranSystems Corporation

Phase I Preliminary Engineering

			<u>In-House</u>
1.	<u>Project Coordination and Data Collection</u>		
	Photocopies		
	100 sheets @	\$0.10 /sheet	\$ 10
	Blueline Copies		
	30 sheets @ 1 copy @	\$ 0.80 /sheet	<u>\$ 24</u>
		SUBTOTAL	\$ 34
2.	<u>Field Survey</u>		
	Vehicle		
	3 days @	\$36.00 /day	\$ 108 *
	Photocopies		
	100 sheets @	\$0.10 /sheet	<u>\$ 10</u>
		SUBTOTAL	\$ 118
3.	<u>Preliminary Design Studies</u>		
	Blueline Copies		
	7 sheets @ 15 copies @	\$ 0.80 /sheet	\$ 84
	Photocopies		
	100 sheets @	\$0.10 /sheet	<u>\$ 10</u>
		SUBTOTAL	\$ 94
4.	<u>Drainage Study</u>		
	Blueline Copies		
	21 sheets @ 5 copies @	\$ 0.80 /sheet	\$ 84
	Photocopies		
	50 sheets @	\$0.10 /sheet	<u>\$ 5</u>
		SUBTOTAL	\$ 89

AVERAGE HOURLY PROJECT RATES

ROUTE: Dunham Road Improvements
 PROJECT: Downers Grove
 SECTION:
 COUNTY: DuPage
 JOB NO.:

SHEET 4 OF 10
 TranSystems Corporation
 Phase II Services

DATE: February 14, 2002

PAYROLL CLASSIFICATION	AVG HOURLY RATES	ITEM 1 Project Coordination			ITEM 2 Preparation of Prelinal Contract Plans			ITEM 3 Preparation of Prelinal Documents			ITEM 4 Preparation of Construction Permits			ITEM 5 Final Contract Plan and Documents		
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
Principal In Charge	60.00	2	3.9	\$2.31	4	0.6	\$0.38									
Senior Project Manager	52.51	8	15.4	\$8.08	16	2.5	\$1.31	2	3.9	\$2.02	4	7.1	\$3.75	16	8.0	\$4.20
Chief Structural Engineer	51.22		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Project Manager	48.82		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00		0.0	\$0.00
Senior Project Engineer	47.72		0.0	\$0.00	30	4.7	\$2.24									
Design Engineer III	28.41	12	23.1	\$6.56	120	18.8	\$5.33	16	30.8	\$8.74	12	21.4	\$6.09	60	30.0	\$8.52
Design Engineer II	25.37	12	23.1	\$5.86	100	15.6	\$3.97	16	30.8	\$7.81	10	17.9	\$4.53	40	20.0	\$5.07
Design Engineer I	21.29		0.0	\$0.00	80	12.5	\$2.66							40	20.0	\$4.26
Survey Crew Chief	25.50		0.0	\$0.00		0.0	\$0.00								0.0	\$0.00
Senior Engineering Tech.	27.10		0.0	\$0.00		0.0	\$0.00								0.0	\$0.00
CADD Technician III	23.38	8	15.4	\$3.60	80	12.5	\$2.92	10	19.2	\$4.50	10	17.9	\$4.18	16	8.0	\$1.87
CADD Technician II	21.65	8	15.4	\$3.33	120	18.8	\$4.06							20	10.0	\$2.17
CADD Technician I	15.94		0.0	\$0.00	80	12.5	\$1.99							8	4.0	\$0.64
Administrative Assistant	21.04	2	3.9	\$0.81	10	1.6	\$0.33	8	15.4	\$3.24	4	7.1	\$1.50		0.0	\$0.00
TOTALS		52	100.0	\$30.55	640	100.0	\$25.19	52	100.0	\$26.31	56	100.0	\$26.18	200	100.0	\$26.73

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL		
		HOURS	% PART.	WGTD RATE
Principal In Charge	60.00	6	0.6	\$0.36
Senior Project Manager	52.51	46	4.6	\$2.42
Chief Structural Engineer	51.22	0	0.0	\$0.00
Project Manager	48.82	0	0.0	\$0.00
Senior Project Engineer	47.72	30	3.0	\$1.43
Design Engineer III	28.41	220	22.0	\$6.25
Design Engineer II	25.37	178	17.8	\$4.52
Design Engineer I	21.29	128	12.8	\$2.73
Survey Crew Chief	25.50	0	0.0	\$0.00
Senior Engineering Tech.	27.10	0	0.0	\$0.00
CADD Technician III	23.38	124	12.4	\$2.90
CADD Technician II	21.65	156	15.6	\$3.38
CADD Technician I	15.94	88	8.8	\$1.40
Administrative Assistant	21.04	24	2.4	\$0.50
TOTALS		1000	100.0	\$25.89

Exhibit B

COST ESTIMATE OF CONSULTANT SERVICES

PHASE III ENGINEERING SERVICES

SHEET 6 OF 10

ROUTE: Dunham Road Improvements
 PROJECT: Downers Grove
 SECTION: _____
 COUNTY: DuPage
 JOB NO.: _____

FIRM: TranSystems Corporation

DATE: February 25, 2002

OVERHEAD RATE: 152.79%

COMPLEXITY FACTOR: 0

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFIT (C)	IN-HOUSE DIRECT COSTS (D-1)	OUTSIDE DIRECT COSTS (D-2)	FIXED FEE (E)	SERVICES BY OTHERS (F)	TOTAL (G)	% OF GRAND TOTAL (H)
CONSTRUCTION OBSERVATION	1,105	\$ 37,048	\$ 56,606	\$ 4,284	\$ -	\$ 12,977		\$ 110,915	91%
ADMIN & MANAGEMENT	90	\$ 3,947	\$ 6,030	\$ -	\$ -	\$ 1,316		\$ 11,293	9%
TOTALS	1,195	\$ 40,994	\$ 62,636	\$ 4,284	\$ -	\$ 14,293	\$ -	\$ 122,207	100%

DIRECT COST SUMMARY

SHEET 8 OF 10

ROUTE: Dunham Road Improvements
 PROJECT: Downers Grove
 SECTION: _____
 COUNTY: DuPage
 JOB NO.: _____

Firm: TranSystems Corporation

Date: February 25, 2002

	In-House	Outside Direct Cost
1. <u>Construction Observation</u>		
Vehicle 119 days @ \$36.00 / Day	\$ 4,284	\$ -
Blueline Reproductions - 24"x36" 0 sheets @ \$0.80 /sheet	\$ -	\$ -
Photocopies - 8"x10" 0 sheets @ \$0.10 /sheet	\$ -	\$ -
Photocopies - 11"x17" 0 sheets @ \$0.15 /sheet	\$ -	\$ -
Mylar Reproductions - 24"x36" 0 sheets @ \$9.00 /sheet	\$ -	\$ -
SUBTOTAL	\$ 4,284	\$ -
2. <u>Admin. & Management</u>		
Photocopies - 8"x10" 0 sheets @ \$0.10 /sheet	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
TOTAL DIRECT COSTS	\$ 4,284	\$ -

MANHOOR UTILIZATION WORKSHEET

ROUTE: Dunham Road Improvements
 PROJECT: Downers Grove
 SECTION: _____
 COUNTY: DuPage
 JOB NO.: _____

Firm: TranSystems Corporation

Date: February 25, 2002

TASK		PRINCIPAL	SR. PROJECT MANAGER	CHIEF STRUCTURAL ENGINEER	PROJECT ENGINEER	CONSTRUCTIO N MANAGER	RESIDENT INSPECTOR	CONSTRUCTIO N INSPECTOR	LAND SURVEYOR	SURVEY CREW CHIEF	ROD MAN	CAD TECHNICIAN	CLERICAL	TOTAL HOURS
1 PRE-CONSTRUCTION MEETING														
1.1			4			4	4						4	16
SUBTOTAL		0	4	0	0	4	4	0	0	0	0	0	4	16
2 SHOP DRAWING REVIEW														
2.1	Structural Plans													0
2.2	Electrical - Catalog Cuts				8									8
2.3	Misc. Review						4							4
SUBTOTAL		0	0	0	8	0	4	0	0	0	0	0	0	12
3 CROSS SECTIONS														
3.1	Before Cross Sections								1	4	4			9
3.2	After Cross Sections								2	16	16			34
3.3	Quantity Calculation				8		8							16
SUBTOTAL		0	0	0	8	0	8	0	3	20	20	0	0	59
4 LAYOUT														
4.1	Center Line and Stationing								2	10	10			22
4.2	Row / Easement Layout								2	16	16			34
4.3	Drainage Structure Layout								2	8	8			18
4.4	Sanitary Sewer Layout													0
4.5	Watermain Layout													0
4.6	Pavement/ Curb Layout								4	16	16			36
4.7	Structural Layout													0
4.8	Traffic Signal Layout													0
4.9	Lighting Layout						4							4
4.10	Misc. Layout						4							4
4.11	Removal Limits						4							4
SUBTOTAL		0	0	0	0	0	12	0	10	50	50	0	0	122
5 CONSTRUCTION OBSERVATION														
5.1	Observation and Records						664	40						704
5.2	Weekly Meeting						16							16
5.3	Pay Estimates						16							16
5.4	Final Quantities						120							120
SUBTOTAL		0	0	0	0	0	816	40	0	0	0	0	0	856
6 RECORD DRAWINGS														
6.1							8			4	4	24		40
SUBTOTAL		0	0	0	0	0	8	0	0	4	4	24	0	40
CONSTRUCTION OBSERVATION		0	4	0	16	4	852	40	13	74	74	24	4	1105
TASK		PRINCIPAL	SR. PROJECT MANAGER	CHIEF STRUCTURAL ENGINEER	PROJECT ENGINEER	CONSTRUCTION MANAGER	RESIDENT INSPECTOR	CONSTRUCTION INSPECTOR	SURVEY CREW CHIEF	INSTRUMENT MAN	ROD MAN	CAD TECHNICIAN	CLERICAL	TOTAL HOURS
7 MEETINGS AND COORDINATION														
SUBTOTAL		0	0	0	0	16	12	0	0	0	0	0	0	28
8 PROJECT MANAGEMENT														
SUBTOTAL		4	8			24								36
SUBTOTAL		4	8	0	0	24	0	0	0	0	0	0	0	36
9 QUALITY CONTROL AND ASSURANCE														
SUBTOTAL		0	2		8	16								26
SUBTOTAL		0	2	0	8	16	0	0	0	0	0	0	0	26
ADMIN / MANAGEMENT		4	10	0	8	56	12	0	0	0	0	0	0	90
TOTAL		4	14	0	24	60	864	40	13	74	74	24	4	1195
PERCENT PARTICIPATION		0.3%	1.2%	0.0%	2.0%	5.0%	72.3%	3.3%	1.1%	6.2%	6.2%	2.0%	0.3%	100.0%

MANHOUR SCHEDULE WORKSHEET

ROUTE: Dunham Road Improvements
 PROJECT: Downers Grove
 SECTION: _____
 COUNTY: DuPage
 JOB NO.: _____

Firm: TranSystems Corporation

Date: February 25, 2002

MONTH	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	TOTAL
ESTIMATED CONTRACTOR'S SCHEDULE														
NO. OF WEEK DAYS	0	0	20	21	22	20	0	0	0	0	0	0	0	83.00
NO. OF WEEKEND DAYS	0	0	0	0	0	0	0	0	0	0	0	0	0	-
TOTAL DAYS	0	0	20	21	22	20	0	0	0	0	0	0	0	83.00
TOTAL HOURS (8 HOURS/DAY)	0	0	160	168	176	160	0	0	0	0	0	0	0	664.00
TRANSYSTEMS STAFFING SCHEDULE														
TASK (HOURS PER TASK)	0	16	0	0	0	0	0	0	0	0	0	0	0	16
1.0 PRE-CONSTRUCTION MEETING	0	12	0	0	0	0	0	0	0	0	0	0	0	12
2.0 SHOP DRAWING REVIEW	0	9	0	0	0	0	50	0	0	0	0	0	0	59
3.0 CROSS SECTIONS	0	56	24	20	16	6	0	0	0	0	0	0	0	122
4.0 LAYOUT	0	0	178	187	193	178	80	40	0	0	0	0	0	856
5.0 CONSTRUCTION OBSERVATION	0	0	0	0	0	0	40	0	0	0	0	0	0	40
6.0 RECORD DRAWINGS	6	0	6	4	4	4	4	0	0	0	0	0	0	28
7.0 MEETINGS AND COORDINATION	0	4	6	6	6	6	6	2	0	0	0	0	0	36
8.0 PROJECT MANAGEMENT	0	2	5	5	4	4	4	2	0	0	0	0	0	26
9.0 QUALITY CONTROL AND ASSURANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours	6	93	202	207	209	184	170	40	0	0	0	0	0	1,195.00
7. Vehicle Days (Items 3,4 & 5)	0	4	24	25	25	23	13	5	0	0	0	0	0	119.00

Assumptions
 8 Hour work day

Anticipated Schedule
 Letting September 1, 2005
 Contract Award October 15, 2005
 Begin Construction March 1, 2005
 Complete Construction September 30, 2005
 Finalize Documentation October 31, 2005

EXHIBIT C

Scope of Services by Others



environmental engineers
and consultants

512 W. Burlington Avenue, Suite 100
LaGrange, IL 60525
Phone: (708) 579-5940
Fax: (708) 579-3526
Website: <http://huffnhuff.com>

February 6, 2002

RECEIVED

FEB 11 2002

TRANSYSTEMS

Mr. John Wielebnicki
TranSystems Corporation
1051 Perimeter Drive, Suite 1025
Schaumburg, Illinois 60173-5058

**Re: Wetland Delineation and Permitting
Dunham Road
DuPage County, Illinois
Proposal No: T02-003**

Dear Mr. Wielebnicki:

Huff & Huff, Inc. is pleased to submit this proposal to perform a wetland delineation for one wetland located on the northwest corner of Dunham Road and Lemont Road as shown on the attached map. This proposal presents our project approach, the scope of services, cost, and schedule for completing the project. The proposal includes all tasks necessary to determine if this site is a jurisdictional wetland, and if so, obtain a permit for this site.

1. Project Understanding

It is our understanding that Dunham Road will be improved north of Lemont Road in the Village of Downers Grove in DuPage County, Illinois. It appears that there is one wetland located on the northwest corner of Dunham Road and Lemont Road that may be impacted by the proposed project.

Based on a review of the National Wetland Inventory (NWI) Map - Wheaton Quadrangle, there is a PEMC (palustrine, emergent, seasonally flooded) wetland designated on the northwest corner of Dunham Road and Lemont Road.

2. Project Approach

Huff & Huff, Inc. will perform a wetland delineation for this one area to determine if it would be considered a jurisdictional wetland. To perform this task, a review of published data (i.e. NWI maps, NRCS wetland maps, soil survey maps, etc.) will be conducted to determine the current status. We will then visit the site and search for evidence of wetlands.

The wetland delineations will be conducted to meet the requirements of Executive Order 11990, "Protection of Wetlands", Section 404 of the Federal Water Pollution Control Act as amended by the Clean Water Act (Corps of Engineers, Section 404 Permit), and Illinois Environmental Protection Agency (IEPA Section 401 Guidelines) regulations. These regulations pertain to the placement of fill or alterations of drainage within wetlands of any type and apply to private as well as publicly owned wetlands. The investigation will meet the requirements of these regulations by identifying the type, functions, and boundary of the involved wetlands. The current Corps of Engineers delineation procedures and standards will be used in the evaluation. DuPage County utilizes the current Corps of Engineers delineation guidelines for their permit process.

"Wetlands" are defined by the U.S. Army Corps of Engineers (U.S. ACOE) for jurisdictional purposes as "those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions" (33 CFR 323.3(c)).

The U.S. Army Corps of Engineers and DuPage County will require a formal delineation of wetlands before permitting any wetland impacts. If it is determined from the site visit that no wetlands are present, a letter to the effect will be prepared and submitted to your firm. This letter should be forwarded to the Corps of Engineers and DuPage County, as proof that a qualified wetland firm has investigated the site.

3. Scope of Services

We will provide the following scope of services for the area included on the northwest corner of Dunham Road and Lemont Road in Downers Grove, Illinois:

Task 1. Wetland Delineation and Letter Report

A. Off-site Record/Document Review

The following records/documents will be reviewed prior to conducting the field investigation. Soils information will be reviewed to determine the soil types encountered during the delineation procedures. The maps to be reviewed and used include:

- U.S. Geological Survey Topographic Maps
- National Wetlands Inventory Maps
- DuPage and Part of Cook Counties Soil Survey
- DuPage County Wetland Map
- Hydric Soils of the United States

The Natural Resource Conservation Service (NRCS) Wetland Map will be obtained and reviewed to determine if the NRCS has determined wetlands to be present. This will require obtaining a copy of this map from the Kane/DuPage County Soil and Water Conservation District. It should be mentioned that a verification of farmed wetlands might be required from the NRCS office, regardless of the findings of our investigation. The NRCS review

would be limited to only those areas currently farmed. This is not expected to be an issue due to the development surrounding the area.

B. On-Site Investigation (Field Inventory)

The on-site investigation will be conducted by our environmental staff experienced in Federal methods for conducting wetland delineations. Our staff will classify and define hydric soils, hydrophytic vegetation, and evidence of hydrology to determine if wetlands are present. The wetland perimeters will be located and flagged for completion of field survey by others.

Wetlands found will be classified according to type using the "Classification of Wetlands and Deep Water Habitats of the United States" by Cowardin. Wetland boundaries will be defined using the Corps of Engineers Wetlands Delineation Manual (1987). This includes a soil investigation to determine the presence or absence of hydric soils and an analysis of the dominant plant species. Field observations will be made on any evidence indicating the hydrology of the area and on water sources that are supporting these wetlands. Functions of these wetlands will be evaluated from field observations. *Fieldwork cannot proceed prior to March 15, 2002 based upon County requirements.*

C. Report

A wetland delineation letter report will be prepared summarizing the findings of the fieldwork including mitigation recommendations and options. If no wetlands are present, a summary letter will be prepared with necessary documentation of the field investigation. At this time, mitigation design will not be included in the scope of services.

Wetland delineation data sheets will be included in the report, which summarize the findings of the field investigation. We estimate that approximately 2 to 3 data points will be required, as at a minimum one upland and one wetland data point is needed for each wetland encountered.

Specific items to be included are as follows:

- a) Map showing the wetland boundaries and project boundaries
- b) Aerial Photo with the appropriate limits of delineated wetlands
- c) ACOE data sheets with color photos
- d) Written description of wetland functional classification
- e) Floristic Quality Index Rating assessment
- f) Minimization of impacts
- g) Mitigation options
- h) Wildlife Assessment
- i) Riparian habitat Assessment

Task 2: Permitting Assistance and Coordination

Huff & Huff, Inc. will complete and submit the Joint Application form and other necessary information (specifically the tasks for the special management areas/wetlands) to obtain a permit from the Corps of Engineers and DuPage County. It is recommended response should be submitted to the following agencies in addition to the Corps of Engineers:

- US Army Corps of Engineers (USACOE)
- US Fish & Wildlife Service (USF&WS)
- Illinois Department of Natural Resources (IDNR)
- Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR)
- Illinois Environmental Protection Agency (IEPA)
- Illinois Historic Preservation Agency (IHPA)

As IHPA is part of the permit process, information will be forwarded to them. If the area on the northwest corner of Dunham Road and Lemont Road is undeveloped, a Phase I archaeological survey may need to be completed prior to issuance of permits. If the site was developed or disturbed in the past, H&H will document the site using photos which will be submitted to IHPA with the Joint Application.

The recently enacted cooperative agreement between the Army Corps of Engineers and the Natural Resource Conservation Service (NRCS) and the local Soil & Water Conservation Districts requires additional coordination with these agencies. A separate application may be required for both the NRCS review for impacts to farmed wetlands and also for the SWCD review of the project erosion control plans. Usually, the SWCD requires a fee for this review.

This scope does not include tasks associated with storm water permitting through DuPage County. TranSystems will complete this task.

Table 1 will reflect a manhour estimate for permitting and coordination.

Surveying

Surveying the perimeters of delineated wetlands will be required. Huff & Huff, Inc. will flag the perimeters. Huff & Huff, Inc., will not conduct the survey of the wetlands but will coordinate with TranSystems staff to assure accuracy of the wetland boundaries. This will include a meeting in the field, if necessary, with the survey crew.

Task 3: Project Management

Project management would include project oversight, QA/QC, client contact, and administrative/clerical.

4. Project Cost

This proposal covers the investigation of wetland(s) for the referenced project. Compensation for the services provided under this agreement will be on a time and material basis in accordance with the tasks listed in Table 1. The estimated cost for the services is described in Tasks 1 and 2 (Table 1). The project will be billed according to the attached fee schedule.

The Consultant will invoice after completion of Task 1. Payment is requested within 30 days of the date of invoice.

5. Schedule

We anticipate that Task 1 will be initiated in the growing season in April 2002 after Notice to Proceed has been issued. The completion of the letter report should be done within two weeks from the completion of the fieldwork.

Please indicate acceptance of this agreement by returning a signed copy of this agreement or a purchase order incorporating the terms of the agreement. We appreciate the opportunity to work with you and look forward to a successful resolution. If you have any questions concerning our proposed scope of services or fees, please contact us.

6. Contract Conditions

1. **CONSULTANT'S SERVICES:** The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 3.
2. **SCHEDULE:** The Consultant's work under this Agreement shall begin upon receipt of written notice to proceed or a signed copy of this Agreement and services under this Agreement shall be completed within four weeks.
3. **COMPENSATION:** The fee basis for the scope of work, as outlined in Section 3, pertains to the specific scope work.
4. **DIRECTION:** For work performed under this Agreement, Consultant shall take direction from the Client.
5. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
6. **PROJECT DATA:** The Consultant, in coordination with the Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of the Consultant's services.
7. **INDEPENDENT CONSULTANT:** The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said

employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Workmen's Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.

8. **RIGHTS OF WORK PRODUCT:** Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the Client. The Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.
9. **INDEMNIFICATION:** The Consultant hereby agrees to indemnify and hold harmless the Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.
10. **TERMINATION:** Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay the Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.
11. **INSURANCE:** The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.
 - a. **Worker's Compensation and Employer's Liability Insurance:** Worker's Compensation in compliance with applicable State and Federal laws.
 - b. **Comprehensive General Liability Insurance for Bodily Injury and Property Damage** to a combined single limit of \$2,000,000 per occurrence/claim or an umbrella of \$3,000,000.
 - c. **Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage** to a combined single limit of \$1,000,000 per occurrence.
 - d. **Professional liability insurance \$5,000,000 on a claims made basis.**
12. **STANDARD OF CARE:** Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
13. **RETENTION OF RECORDS:** Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement.
14. **LEGAL:** This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

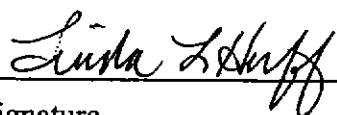
IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT

CLIENT

HUFF & HUFF, INC.

TranSystems Corporation



Signature

Signature

By: Linda L. Huff, P.E.
Typed Name

Typed Name

President
Officer's Title

Officer's Title

February 6, 2002
Date

Date

TABLE 1
COST SUMMARY

	Man-hours	Cost	Total
Task 1 Wetland Delineation and Report			
Subtask A: Records Review (ES)	1		
Subtask B: On-Site Investigation (ES)	5		
Subtask C: Report			
a. Data Sheets (ES)			
b. Letter Report Preparation * (ES)			
c. QA/QC (JCN)			
d. Typing/binding/submittal (BCO)			
Task 2 Permitting and Coordination			
a. Joint Application Form	8		
b. Coordination	20		
c. Compilation of Wetland tabs for DuPage County Permitting	28		
Task 3 Project Management			
a. Project Oversight (ES)	2		
Direct Costs:			
- Mileage 1 trip @30 miles (15 each way + 40 to NRCS office)			
- Reproduction 3 copies of final report			
Total Direct Costs			
Total			

* Less time will be required if no wetlands are found and only a summary letter is required.

EXHIBIT D

Client Insurance Requirements

Exhibit D
CLIENT INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subconsultants.

A MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability Code 1 ("any auto").
3. Workers' Compensation insurance as required by the State of Illinois and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS:

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages.
 - a. The Municipality, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant, premises owned, occupied or used by the

Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? _____

INSURER'S NAME _____

AGENT _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Supplier is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate by-laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of:

_____ which name is registered with the office of _____ in the state of _____

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is _____

and if operating under a trade name, said trade name is _____

_____ which name is
registered with the office of _____

in the state of _____