

February 9, 2011  
February 17, 2011 (revisions)

*Draft*

**GHA** GEWALT HAMILTON  
ASSOCIATES, INC.  
CONSULTING ENGINEERS

Mr. Jonathon Nelson, PE  
County Traffic Engineer  
Lake County Division of Transportation  
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Libertyville, Illinois 60048-1381

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Re: Proposal for Traffic Signal Design Services  
Lake County Division of Transportation (LCDOT)  
Hainesville Road (CH 24) Shorewood Drive  
Section No.: 11-00072-12-TL  
Village of Round Lake Beach, Illinois  
GHA Proposal #2011.T017

www.gha-engineers.com

Dear Mr. Nelson:

Thank you for considering Gewalt Hamilton Associates, Inc. (GHA) to provide traffic signal design services with respect to the above referenced project. This proposal describes the next steps needed for design of the recommended traffic signal improvements for the intersection of Hainesville Road (CH 24) at Shorewood Drive. We have also included, at your request, a scope to provide subsurface exploration by an approved geotechnical sub consultant. We have divided the Scope of Services into the following sections:

**Section A - Project Overview**

**Section B - Existing Conditions Topographic Survey and Base Plan Preparation**

**Section C - Subsurface Exploration**

**Section D - Final Engineering Design Phase**

**Section E - Schedule and Personnel**

**Section F - Compensation**

**Section G - Additional Services**

**Section H - General Conditions**

Our understanding of the work and scope of services are based on our experience and through our discussions during the February 1, 2011 kickoff meeting. Please review this proposal, and if you should have any questions or require additional information, please do not hesitate to contact me. As always, we look forward to working with the Lake County Division of Transportation on this important project. Our scope of services and schedule to complete this proposed work are outlined on the following pages.

Thank you for your consideration. We look forward to the opportunity to working with you and providing our services to the County.

Sincerely,  
GEWALT HAMILTON ASSOCIATES, INC.



Todd P. Gordon P.E.  
Senior Engineer

Encl: Scope of Services  
Attachment A  
Exhibit A - Manhour Calculations  
Exhibit B - Direct Costs  
Exhibit C - LCDOT Survey Procedures  
Exhibit D - LCDOT Electronic Bid Package Format and Submittal  
TSC LPC-663 Sampling & Analysis Proposal dated February 9, 2011

## **SCOPE OF SERVICES**

Gewalt Hamilton Associates, Inc. (GHA) will complete the following work:

### **A. Project Overview**

Gewalt Hamilton Associates, Inc. (GHA) will provide traffic signal design services for the Lake County Division of Transportation (LCDOT) to signalize the intersection of Hainesville Road (CH 24) and Shorewood Drive in accordance with the LCDOT Traffic Signal Design Guidelines dated January 2006 and the Illinois Department of Transportation (IDOT) District One Traffic Signal Design Guidelines dated October 2009.

Based on our discussion with LCDOT, it is understood that neither the County nor the Village of Round Lake Beach is anticipating the need for any geometric improvements to the existing pavement of either Hainesville Road (CH 24) or Shorewood Drive. In addition, we will indicate proposed receiving sidewalk within the right-of-way (ROW) lines to accept pedestrian crossings of both Hainesville Road (CH 24) and Shorewood Drive. It is understood that LCDOT will be contacting the Village to discuss existing and future pedestrian movements at this intersection.

### **B. Existing Conditions Topographic Survey and Base Plan Preparation**

GHA will prepare existing conditions and topographic survey. The survey will include the following information:

- Pavement, driveways, pavement markings, lane lines, edge lines, roadway right-of-way (ROW), ditch lines and ditch cross sections on 50 foot intervals, all visible existing utilities including those visible portions of underground utilities and power poles, existing sidewalks, paths, etc.
- Limits of topographic survey will include the Hainesville Road and Shorewood Drive intersection and approximately 500 feet in all directions from the intersection.
- GHA topographic survey shall be performed in accordance with LCDOT "Survey Procedures" (4/2108) as annotated in Exhibit 1 where applicable for traffic signal design.
- GHA will request existing record drawings of improvements from the Village of Round Lake Beach and LCDOT and combine the record drawings with our own survey to provide base drawings for the traffic signal design plans.
- Coordinate with LCDOT (Hainesville Road) and the Village of Round Lake Beach (Shorewood Drive) to ensure our survey information collected meets LCDOT and Village requirements.
- Coordinate with LCDOT and the Village to insure that our plans match existing Hainesville Road and Shorewood Drive stationing.
- Indicate survey control, including benchmark, upon which the topographic survey is based.
- Coordinate with public utility companies. We will send correspondence to the applicable utility companies and request respective utility atlases. Based on that information we will establish those utilities that may be in conflict with the proposed improvements and include their relocation in the plans. As the plans progress we will provide hard copy and/or electronic preliminary plans to the utility companies to mark up and/or to show their approximate utility locations. GHA will review permit submissions for conflicts with the proposed improvements. Note: Our scope does not include excavating utilities to determine their exact location and evaluation in the field.

- GHA will include location of field marks of located underground utilities as marked by third parties as directed by LCDOT.

### **C. Subsurface Exploration**

GHA will engage a geotechnical consultant to provide subsurface exploration to collect a representative soil sample for analysis to characterize the soil to determine if the soil meets the requirements of "uncontaminated soil" as set forth in Illinois Public Act 096-1416. If the soil meets the uncontaminated soil requirements, the geotechnical consultant will provide an Uncontaminated Soil Certification (Illinois Environmental Protection Agency Form LPC-663). The subsurface exploration tasks will be performed in accordance with Testing Service Corporation (TSC) attached scope of service proposal dated February 9, 2011.

### **D. Final Engineering Design Phase**

GHA will prepare Permanent Traffic Signal Installation Plans and traffic control plans for the Hainesville Road (CH 24) at Shorewood Drive intersection using both LCDOT and IDOT standards. GHA services for developing the plans and bid documents will include:

- Prepare final engineering plans to include a title sheet, summary of quantities with general notes, traffic signal installation plan, cable plan, phase designation diagram, emergency vehicle preemption sequence, schedule of quantities and necessary LCDOT and IDOT design details. Also included in the plans will be traffic control and protection standards, LED mast arm mounted street name sign layouts and pavement marking details.
- Prepare bid documents, including standard specifications, special provision and schedule of quantities in accordance with the LCDOT "Electronic Bid Package Format and Submittal" as indicated in Exhibit D, to facilitate posting the project on the LCDOT website.
- Prepare contract specific directions for improvements, including working conditions, material specifications, coordination with public inspection agencies, and other coordination and construction information.
- Prepare Engineer's Opinion of Probable Cost (EOPC) based upon the completed final engineering plans.
- GHA will meet as needed with the LCDOT to discuss the project schedule and review the traffic signal design progress.

### **E. Schedule and Personnel**

GHA will proceed with the project upon the County's authorization to proceed. It is our understanding that LCDOT wishes to proceed in order to meet a letting date of June 28, 2011. It is understood that the final plans, specifications and estimates (PS & E) are to be completed by May 27, 2011 in order to meet the June 28, 2011 letting schedule.

Many of the work program tasks can be worked on concurrently to achieve schedule efficiencies. We are prepared to commence the roadway surveying and base plan preparation, as well as engage the soil sub consultant immediately upon authorization to proceed. We will make every effort to complete the plan within the specified time period.

Mr. Todd P. Gordon, P.E., will be the Project Manager. Todd will manage all aspects of the project from coordination of collection of existing conditions to the project bid booklet. Mr. James Deferville, Senior Traffic Designer, will assist in preparation of the traffic signal plans and contract documents. Mr. Daniel P. Brinkman, P.E., PTOE, will serve as QA/QC Advisor for the traffic signal design plans. The project team will be assisted, as needed, by other GHA engineers, technicians, and support staff.

## **F. Compensation**

Included in this proposal is the estimated man-hour calculations. Reimbursable expenses such as mileage, printing, courier service etc. are also included as an attachment and are noted on the man-hour calculation chart. These reimbursable expenses will be billed directly to the client without markup.

Note that invoices of GHA charges made against the project are submitted to clients every four weeks. This allows the client to review the status of the work in progress and the charges made. Additional hours considered to be outside the scope of services will be identified. If it is determined that the man-hour estimate or services beyond the original scope is to be exceeded, a written modification to the proposal will be submitted to the County.

No permit fees or review fees are included in this proposal.

## **G. Additional Services**

Additional Services:

We are prepared, and would be pleased to provide a proposal for assistance outside the work program described above. Additional Services that GHA could provide include that are not included in this scope:

### **Construction Phase Service**

- Provide construction staking for the intersection improvements and traffic signals.
- Provide construction observation / Resident Engineering services.
- Prepare final construction punch list with LCDOT and The Village.
- Coordinate and attend traffic signal turn-ons.
- Prepared as-constructed record drawings.

### **Additional Design Services**

- Traffic Data collection / Analysis
- Intersection Design Study (IDS)
- Location Drainage Study
- Due diligence investigation of land ownerships.
- Archeological and architectural preservation studies.
- Street lighting plans.
- Meetings with public officials, municipality, agencies, homeowners, or consultants beyond those noted.
- Attending public hearings.
- Floodplain modeling and simulation analysis.
- FEMA, Corps, or IDWR Wetland Applications. Wetland mitigation plans or flood hazard studies in conjunction with IDWR, Corps of Engineers or FEMA requirements, including any meetings or negotiations regarding wetland mitigation permits.
- Survey plats of subdivision, dedication, vacation, or other recorded documents.
- A Plat of Dedication to LCDOT for any required dedication.

- Utility design, including storm sewer.
- Permit fees and permit processing.
- Landscape, structural, mechanical, electrical, and architectural services.
- Retaining wall design, storm water vault design, or other design requiring the services of a structural engineer.
- Preparation of multiple bid set plans or phased plans.
- Additional surveying and topographic work.

We will notify you in writing the cost for any additional services and will not begin work until we receive authorization from you.

## **H. General Conditions**

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client, and not GHA, is responsible for ensuring that the contractor implements the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities. GHA assumes no liability for any actions by the Illinois Environmental Protection Agency (IEPA) resulting from the contractor's failure to comply with SWPPP or the requirements of the General Permit.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

The terms of this Agreement are subject to renegotiation if not accepted within 60 days of the date indicated on the contract. Requests for extension beyond 60 days should be made in writing prior to the expiration date. The fees and terms of the Agreement shall remain in full force and effect for one year from the date of acceptance of the Agreement, and shall be subject to revision at that time, or any time thereafter, if GHA gives written notice to the other party at least 60 days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement by giving the other party 10 days written notice.

Payments are due within (30) days after a statement is rendered. Fees not paid within 60 days of the end of the calendar month in which the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to make payments late. Failure of the Client to make payments when due shall, at the option of GHA, be cause for suspension of services. Upon notification by GHA of suspension of services, Client shall make payment of all outstanding invoices within seven days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, legal fees and costs.

The Client's obligation to pay for the professional services provided is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's successful completion of the project.

The Client and GHA agree that any documents prepared by either party shall conform to the specifications listed in the Engineering Agreement. Any electronic files submitted by GHA to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Scope of Services. Corrections of defects detected and reported after the acceptance period will be compensated for as Additional Services.

The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or data on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to GHA. However, GHA shall retain ownership rights over all electronic data and documents.

The Client shall not reuse or make or permit to be made any modification to the plans, specifications, or electronic data without the prior written authorization of GHA. The Client agrees to waive any claim against GHA arising from any unauthorized reuse or modification of the plans and specifications or electronic data. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any damage, liability or cost, including attorneys' fees and costs, arising from any reuse or modification of the plans, specifications, or electronic data by the Client or any person or entity which acquires or obtains the plans, specifications, or electronic data from or through the Client.

The client is aware that differences may exist between the electronic files delivered and the printed plans and specifications. In the event of a conflict between the signed and/or sealed printed plans and specifications prepared by GHA and electronic files, the signed and/or sealed printed plans and specifications shall govern.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various, and possibly contradictory interpretations. GHA, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. GHA, however cannot and does not warrant or guarantee that the

Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project.

If required by the contracted scope of services, GHA, shall prepare an opinion of probable construction costs, which shall be submitted to the Client for review. Since GHA has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable costs, if called for by this Agreement as part of GHA's scope, shall be made on the basis of experience and qualifications applied to the program contemplated by the Agreement and information provided by Owner, and represent a reasonable judgment as a design professional familiar with the construction industry. However, GHA cannot and does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. If the Client wishes greater assurance as to the construction cost, Client agrees it will employ an independent cost estimator.

If required by the Scope of Services, GHA shall visit the project at defined intervals during construction to become generally familiar with the progress and quality of the contractors' work to determine if the work is proceeding in general conformance with the Contract Documents.

Client agrees that GHA does not have control of and is not responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal, State and County safety requirements, in connection with construction work performed by the Client's construction contractors. GHA is not responsible for the supervision of Client's construction contractors, subcontractors, materialmen, suppliers, or any of their employees, agents and representatives of such contractors; or responsible for any machinery, construction equipment, and tools used and employed by contractors and subcontractors in the project. GHA, Inc. has no authority or right to stop the work. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen or suppliers, or any persons or entities performing any of the construction work, or for failure of any of them to carry out their work as called for by the Construction Documents.

Neither the professional activities of GHA, nor the presence of GHA or its employees and subconsultants (if any) at a construction site, shall relieve the Contractor or any other entity of their obligations, duties and responsibilities including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending or coordinating all portions of the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies or industry practice. GHA personnel have no authority or right to exercise any control or direction over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be included in the Client's agreement with the Contractor. The Client also agrees that the Client, GHA, and GHA's personnel and consultants shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in their performance of their work, and shall also be named as an additional insured under the Contractor(s)'s general liability insurance policy.

It is acknowledged by both parties that GHA's scope of services does not include any services related to asbestos, mold, fungus or any other hazardous or toxic materials, contaminants or pollutants. In the event that GHA, or any other party encounters asbestos mold, fungus or any other hazardous or toxic materials, contaminants or pollutants at the job site, or it should become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of GHA, GHA may, at its option and without liability for consequential or any other damages, suspend performance of its services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, mold, fungus or any other hazardous or toxic materials, contaminants or pollutants and further warrant that the jobsite is in full compliance with applicable laws and regulations.

If required by the scope of services, records drawings (or revised specifications) will be prepared, in part, on the basis of information compiled and furnished by others, the accuracy of which GHA may reasonably rely upon, GHA will not be responsible for any errors or omissions, which have been incorporated into this document due to information furnished by others.

When preparing civil engineering or surveying plans and drawings, information on existing underground utilities or soil conditions is provided from the best information available. This information may be obtained from visible surface evidence, utility company records or soil borings, and is not represented to be the exact location of these utilities or soils in the fields. Client agrees that GHA may reasonably rely on the accuracy of information furnished by third parties. Contractor is solely

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responsible for exact utility locations. Client shall not hold GHA responsible for Contractor's error/omission in the utility locations. Client agrees GHA is not responsible for additional costs, which result from utility conflicts or unforeseen conditions. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA, may incorporate that information into the design and reasonably rely upon same. If not included in the scope of services, such work will be compensated as additional services.

The Client agrees to limit GHA's professional liability to the Client and to all construction contractors, or subcontractors on the project arising from GHA, Inc.'s alleged negligent acts, errors, or omissions, such that the total aggregate liability of GHA, Inc. to all those named shall not exceed \$50,000 or GHA's total fee for the services rendered on this project, whichever is greater. GHA, Inc. makes no warranties, either expressed or implied, including any warranty of habitability, merchantability or fitness for any particular purpose. In no event shall GHA be liable for any loss of profit or any consequential damages.

All claims, disputes, controversies or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, the Client and GHA shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client or GHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Mediation shall take place in Chicago, Illinois unless the Client and GHA agree otherwise. The fees of the mediator(s) and costs incurred by the mediator(s) shall be apportioned equally between the parties.

Either the Client or GHA may terminate this Agreement without penalty at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination, in accordance with compensation provisions to this Agreement. The Client shall also reimburse GHA termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel and space and equipment costs. Client shall not assign this Agreement without GHA's written consent.

**Exhibit A**  
**Engineering Design Services**  
**Lake County Division of Transportation**  
**Traffic Signal Improvements**  
**Hainesville Road (CH 24) and Shorewood Drive**  
**Lake County, Illinois**

Route: Hainesville Road (CH 24) and Shorewood Drive  
 Local Agency: LCDOT  
 (Municipality/Township/County)  
 Section: N/A  
 Project: Traffic Signal Improvements  
 Job No.: \_\_\_\_\_

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

Overhead Rate	165.00 %
Profit Rate	14.55 %
Complexity Factor	0 0.035
Project Duration	105 Days

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs	Overhead*	Services by Others	In House Direct Costs	Profit	Total
Existing Condition/Topographic Survey and Base Plan Preparation	SENIOR ENG	4	\$48.91	\$ 195.64	\$ 322.81		\$0.00	\$ 75.17	\$ 593.62
	SR ENG TECH	20	\$28.05	\$ 561.00	\$ 925.65		\$0.00	\$ 215.56	\$ 1,702.21
	ENG TECH II	36	\$19.79	\$ 712.44	\$ 1,175.53		\$0.00	\$ 273.76	\$ 2,161.72
	PROF LAND	14	\$46.25	\$ 647.50	\$ 1,068.38		\$0.00	\$ 248.80	\$ 1,964.68
Final Engineering Design	SENIOR ENG	24	\$48.91	\$ 1,173.84	\$ 1,936.84		\$0.00	\$ 451.05	\$ 3,561.72
	SR ENG TECH	60	\$28.05	\$ 1,683.00	\$ 2,776.95		\$0.00	\$ 646.69	\$ 5,106.64
	ENG TECH II	60	\$19.79	\$ 1,187.40	\$ 1,959.21		\$0.00	\$ 456.26	\$ 3,602.87
	CLERICAL	16	\$21.30	\$ 340.80	\$ 562.32		\$0.00	\$ 130.95	\$ 1,034.07
Subsurface Exploration - TSC (Geotechnical Consultant)						\$ 4,000.00			\$ 4,000.00
In House Direct Costs (See Attached Estimate)							\$1,110.00		\$ 1,110.00
<b>Totals</b>			234	\$ 6,501.62	\$ 10,727.67	\$ 4,000.00	\$1,110.00	\$ 2,498.25	\$ 24,837.54

## Exhibit B

### Engineering Design Services Lake County Division of Transportation Traffic Signal Improvements Hainesville Road (CH 24) and Shorewood Drive Lake County, Illinois

#### Direct Cost Estimate

##### Printing Expenses:

▪ Preliminary Documents/Plans (to utility companies) Assume 10 sheets x 12 sets x 6 sf x \$0.25/sf	\$180.00
▪ Pre-Final Plan Documents Assume 15 sheets x 6 sets x 6 sf/shts x \$0.25/sf	\$135.00
▪ Pre-Final Bid/Specification Booklet Assume 100 sheets x 6 sets x \$0.15/sheet	\$90.00
▪ Final Plan Documents Assume 15 sheets x 6 sets x 6 sf/shts x \$0.25/sf	\$135.00
▪ Final Bid/Specification Booklet Assume 100 sheets x 6 sets x \$0.15/sheet	\$90.00
Shipping Expense: 12 submittals x \$15.00/submittal	\$180.00
Plat Publication/Research etc.	\$50.00
Vehicle Expense: 500 miles x \$0.50/mile	<u>\$250.00</u>
Anticipated Direct Cost Estimate:	\$1,110.00

## EXHIBIT C

### **LCDOT - SURVEY PROCEDURES** (Revised 4/21/08)

#### **UNITS-COORDINATES**

The CONSULTANT will conduct all surveying, stationing, and preparation of required plans using English units of measure and the U.S. Survey Foot. State Plane Coordinates – Illinois East Zone, NAD 83 shall be obtained for all alignment and survey control points.

#### **HORIZONTAL ALIGNMENT**

Unless otherwise specified in the services contract, the CONSULTANT is to provide the horizontal alignment. The CONSULTANT'S SURVEYOR will try to re-establish the original horizontal alignment as shown on the recorded R.O.W. plats. The CONSULTANT shall contact LCDOT's Land Surveyor to obtain R.O.W. plats and field notes and benchmarks before establishing the horizontal alignment and stationing. Notify LCDOT's Surveyor immediately if the alignment cannot be reproduced or if in the CONSULTANT'S opinion the existing alignment information is in error.

~~The CONSULTANT'S SURVEYOR, prior to construction, shall stake the PCs, Pls, PTs, and POTs so that LCDOT's Surveyor can locate them later for construction staking. The CONSULTANT'S SURVEYOR will provide four reference ties to all U.S. Public Land Survey Monuments located within the construction limits. The reference points should be located outside of the anticipated construction limits if practical, so that they can be used after construction to replace the monuments. The CONSULTANT shall record Monument Records for all Section and Quarter Section corners set or found within the construction limits.~~

~~The CONSULTANT will mark all 100-foot interval station locations on the survey base line for construction, when on paved surfaces with a P.K. or Mag nail and spray paint. The baseline for relocated alignments when off pavement will be marked at 100-foot intervals with iron rods. The rods shall be set one foot below the surface in farmed land. The CONSULTANT will advise the County of any pavement alignment variations. In cases where the proposed centerline of construction or survey baseline is different from the existing centerline of R.O.W., both shall be shown and the relationship between them will be indicated on the Alignment and Tie sheet.~~

An Alignment and Tie Sheet shall be provided as part of the final product. The Alignment and Tie sheet shall be signed and sealed by the CONSULTANT'S SURVEYOR. The station, offset and coordinates of the alignment points and survey control points shall be shown. It shall be noted whether the coordinates, stationing and distances are State Plane grid or ground surface. In the case that the information shown is ground surface distances, the State Plane Coordinates still must also be shown for all alignment points and survey control points in order that they can be located with GPS and so that the project can be referenced into our GIS maps. The coordinates may be

shown in a separate table. In either case the grid (combination) factor must also be shown.

### VERTICAL ALIGNMENT

~~Vertical control for the project shall be based on NGVD 29 or NAVD 88 benchmarks. Indicate on the plans which Datum is used. NGVD 29 Lake County Mapping Benchmarks are preferred (<http://gis.lakeco.org/maps/>). LCDOT's Land Surveyor may also be contacted for benchmarks that may be in the area. The controlling benchmarks and the site benchmarks shall be described on the plans. Site benchmarks are to be located at less than 1000-foot intervals with a minimum of two (2) on each project.~~

~~All benchmarks will be located on stable objects. LCDOT prefers these objects to be outside the construction site. Some acceptable benchmark examples are, spikes in poles, bolts on fire hydrant rings, and concrete foundations. LCDOT's surveyor can be contacted for benchmarks that may be in the area.~~

### TOPOGRAPHY

The CONSULTANT shall cut cross sections at 50-foot intervals in urban areas (100-foot intervals in rural areas) and at all points needing clarification. The cross section interval should be defined in the engineering services contract.

~~Full cross-section profiles will be taken at all cross streets, alleys, cross road culverts, and entrances (commercial, private and field). Half cross-sections will not be accepted because they skew the computer terrain model.~~

The CONSULTANT will locate and identify all trees (6 inches in diameter or greater) within the area either side of the centerline, defined by the proposed ROW or construction limits (whichever is greater) plus an additional 10 feet. The trees shall be identified by species and size. The trees shall be located by station/offset and have a ground elevation.

~~Streams, tributaries or major drainage ditches located within a lateral distance of 250 feet from centerline (upstream and downstream) shall be surveyed. Alignment, profiles and cross sections will be taken. The stream width shall be shown as the distance measured between the tops of the stream banks. Profile elevations along the bottom of the watercourse shall be taken at a minimum of 50-foot intervals.~~

The survey shall extend a minimum of 200 feet beyond the roadway construction limits. Cross sections shall be taken a minimum of 10 feet beyond the proposed ROW or construction limits (whichever is greater). Cross sections will extend 30 feet beyond the proposed R.O.W. at entrances 150 feet at minor side roads.

The collected survey data for the existing topography shall have a minimum of 3<sup>rd</sup> Order Accuracy horizontally with readings to the nearest 0.1 feet for vertical on gravel or ground and readings to the nearest 0.01 feet for vertical on all other surfaces.

## RAILROAD INSURANCE

The CONSULTANT will comply with the railroad's requirements when conducting a survey on the railroad's ROW. Usually this includes obtaining a permit, paying a fee, obtaining Railroad Protective Liability Insurance, notification of a flagman to be present near the rails during the survey operations and any other requirements of the railroad. The CONSULTANT is responsible for all of the foregoing requirements.

## DELIVERABLES

- I. Copies from the CONSULTANT'S field books, showing benchmarks, level circuits, & structure details, such as size and inverts etc.
- II. Base Drawing at 1:1. All the topographic information shall be plotted electronically. The data shall be recorded in a MICROSTATION .DGN format. All line work defining different elements shall be completed using LCDOT's CELL and LINE LIBRARIES (see attachment). ASCII files containing all point information as described below shall be included. Backup CD's or diskettes shall be provided.

### ~~III. SUMMARY SHEETS showing:~~

- ~~(1) Point number~~
- ~~(2) Point identification by code and description~~
- ~~(3) Station~~
- ~~(4) Distance offset (right or left)~~
- ~~(5) Northing and Easting coordinate values~~
- ~~(6) "Z" elevations~~

\* Four computer printouts shall be provided:

1. List of points referenced by stations.
2. List of points referenced by sequential point numbering.
3. List of points sorted by point identification.
4. "ID" acronym explanation sheets.

An example showing the different printouts is shown on the next page.

**(LCDOT'S IDENTIFICATION CODES SHALL BE USED – see attachment)**

TYPICAL PRINT-OUT FORM (EAMPLE)								
BY POINT NUMBERS								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	-45.869	10313.993	20392.255	207.495	491.10	10 INCH TREE PINE	0
3332	104+50.475	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
3333	104+69.987	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
3334	103+93.865	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
BY STATION								
STATION	POINT NUMBER	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
103+93.865	3334	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TILE	836
104+23.306	3331	-45.869	10313.993	20392.255	207.495	491.10	10 INCHTREE PINE	0
104+50.475	3332	-49.159	10323.810	20416.938	207.743	668	PAVEMENT EDGE	759
104+69.987	3333	-44.270	10261.604	20452.162	207.126	310	FL W/GRATE	774
BY POINT DESCRIPTION								
POINT NUMBER	STATION	OFFSET	NORTHING	EASTING	ELEVATION	DEFINITION CODE (1)	DESCRIPTION PD	MATERIAL CODE (1)
3331	104+23.306	+40.590	10297.779	20365.781	207.378	304.15	6 INCH TREE PINE	0
3336	104+50.475	-45.869	10313.993	20392.255	207.495	491.10	10 INCHTREE PINE	0
2323	104+69.987	-49.159	10323.810	20416.938	207.743	668	6 INCH TREE OAK	0
2565	103+93.865	-44.270	10261.604	20452.162	207.126	310	5 INCH TREE OAK	0

(1) LCDOT CODES

LCDOT's Land Surveyor:

Steve Heuer, PLS  
 600 West Winchester Road  
 Libertyville, IL 60048  
 (847) 377-7488

## EXHIBIT D

### LCDOT - ELECTRONIC BID PACKAGE FORMAT AND SUBMITTAL

To facilitate posting projects to the LCDOT web site, consultants shall provide electronic copies of the bid documents as follows:

1. A .pdf file of each individual plan sheet.
  - a. Each individual sheet file shall be printed to a .pdf file. Only sheets that require signatures and/or seals may be scanned. All plan sheets shall be printed to scale as full size - 22" x 34" (ANSI D). This facilitates the printing of half-size (11" x 17") sheets to scale.
  - b. The files shall be named as:
    - i. **A-ZZZZZ\$Sheet\_XXXX\_Title.pdf**
    - ii. A-ZZZZZ is the LCDOT CPMS Pin # assigned to the project. The "XXXX" in the file name shall be a sequential 4 digit number beginning at 0001. The numbers shall include all preceding 0's. The 0's are necessary to align the individual files in order on the web site.
    - iii. For example the cover sheet of the project (PIN # B-00300) would be B-00300\$Sheet\_0001\_Cover\_Sheet.pdf.
2. A .pdf file of the entire plan set.
  - a. The individual plan sheets shall be combined into a single file.
  - b. The file shall be named: **A-ZZZZZ\$Full\_Plan\_Set.pdf.**
  - c. A scanned copy of the cover sheet with County Engineer's signature will be added by LCDOT.
3. A compiled .pdf file of the final contract book (specifications).
  - a. The file shall be compiled from individual documents (word processing, spreadsheets, design standards/details, etc.) printed to .pdf files and individual files already in .pdf format. Only documents that cannot be transmitted electronically or that require signatures and/or seals may be scanned.
  - b. The file shall be named: **A-ZZZZZ\$Contract\_Specifications.pdf.**
  - c. A scanned copy of the cover page with County Engineer's signature will be added by LCDOT.
4. If a soils report for the project has been prepared, the consultant shall include a .pdf file named: **A-ZZZZZ\$Soils\_Report.pdf.**

The consultant shall provide the above files on a CD. LCDOT does not have an ftp site. If the consultant has an ftp site arrangements may be made to transfer the files.



**TESTING SERVICE CORPORATION**

*Corporate Office:*

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

February 9, 2011

Mr. Todd Gordon  
Gewalt Hamilton Associates, Inc.  
820 Lakeside Drive, Suite 5  
Gurnee, Illinois 60031

RE: P.N. 46,462  
LPC-663 Sampling & Analysis  
Traffic Light Signal Excavations  
Intersection of Hainesville Road & Shorewood Drive  
Round Lake Beach, Illinois

Dear Mr. Gordon:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide Analytical Laboratory Analyses for the above captioned project. It responds to our telephone conversation of earlier today. It is our understanding that soil associated with the excavation of four traffic light signals will be evaluated for disposal at an uncontaminated soil fill operation. We understand that a gasoline station is located at the northwest corner of the intersection. The objectives of the Study are to collect a representative soil sample for analysis to characterize the soil to determine whether the associated test data provide a basis for TSC to sign IEPA Form LPC-663, Uncontaminated Soil Certification by Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation must be certified to be uncontaminated soil in accordance with Section 22.15a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer using the attached Form LPC-663 when the soil is removed from a site where commercial or industrial activities have taken place (interpreted to include roadway projects). Uncontaminated soil from a site where commercial or industrial activities have not taken place may be certified by either the site owner or operator using LPC-662 or as above by a licensed professional engineer.

**Project Description:**

It is our understanding that the soil from the four corners of the intersection will be excavated to a depth of approximately 15 feet. We further understand that the locations will be accessible to a small track-mounted geoprobe unit which will be used to perform the borings.

**Sampling Program:**

Soil samples will be collected from the four locations in order to obtain a representative sample for analytical testing. Borings will be drilled by direct push equipment to a depth of 15 feet using either a truck or track mounted Geoprobe. The drilling and sampling equipment will be washed between borings using an Alconox soap scrub and potable wash rinse. New disposable gloves will be used for each location. Samples may be screened using a photo-ionization detector.

Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators); secondary and private underground utility lines will have to be marked by the property owner or their agents.

If the screening with the photo-ionization detector identifies no evidence of impact at the boring locations, the soil samples from all borings will be composited together in a stainless steel bowl to form one soil sample for laboratory analysis. If the screening with the photo-ionization detector identifies evidence of impact at a boring location, the soil from that location will be analyzed separately. The composite sample will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. It will be shipped to an analytical laboratory following standard chain-of-custody procedures.

### **Analytical Testing:**

The sample(s) will be analyzed for volatile organic compounds (VOCs), polynuclear aromatics (PNAs), lead and pH. This lists incorporates the analytical parameters used by the majority of local CCDD facilities. If the CCDD facility destination to be used for a particular project is known, we recommend the facility be contacted to verify the analytical parameters proposed will be sufficient. The results will be compared to cleanup criteria presented in 35 IAC 742 Tiered Approach to Corrective Action Objectives used by the Illinois Environmental Protection Agency to evaluate soil.

### **Report:**

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. Assuming that the results meet the cleanup criteria presented in 35 IAC 742 Tiered Approach to Corrective Action Objectives used by the IEPA, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer. The report will be included as an attachment to it.

A blank copy of Form LPC-663 is attached. The items on the first page are for 1) Source Location Information and 2) Owner/Operator Identification - For Source Site. **Kindly fill this information in so that it can be included on the signed form to be submitted by TSC.**

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting the most stringent Tier 1 exposure route value or lowest background concentration as outlined in 35 IAC742. If these criteria are not met, the Licensed Professional Engineer will not be able to certify the soil as uncontaminated. In that event, additional analysis will be required in connection with disposal at a Subtitle D landfill. The cost of this additional analysis varies based on the landfill destination, but a \$500.00 allowance is appropriate.

### **Fees and Scope:**

In accordance with the Cost Estimate attached, TSC is proposing a budget amount of Four Thousand Dollars (\$4,000.00) to provide the LPC-663 Sampling & Analysis as outlined above. This price includes an allowance for analysis of a second sample, should the photo-ionization screening suggest impact at one location. This price is based on a standard 5 to 7 business day turnaround from the analytical laboratory; a 2 to 3 business day turnaround is available but would increase the cost by Two Hundred Sixty-two Dollars (\$262.00) per sample analyzed.

Should the study reveal unexpected subsurface conditions requiring a change in scope, you will be contacted before we proceed with further work. Our invoice would then be based on the unit rates given in the attached Cost Estimate or as otherwise agreed upon. Consultation, preconstruction meetings or

other professional services subsequent to delivery of TSC's report are additional services that will be covered by separate invoice.

**Closure:**

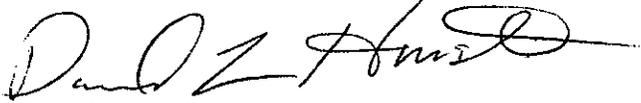
The services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, will be added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

Mr. Todd Gordon  
Gewalt Hamilton Associates, Inc.  
820 Lakeside Drive, Suite 5  
Gurnee, Illinois 60031  
Telephone: 847-855-1100  
Fax: 847-855-1115  
email: tgordon@gha-engineers.com

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

Respectfully submitted,

TESTING SERVICE CORPORATION

  
David L. Hurst  
Environmental Department Manager

Prepared By

  
Brian K. Walker  
Manager, Environmental Assessments

DLH:BKW:kw

Enc: Cost Estimate  
General Conditions  
Form LPC-663

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_  
(NAME)  
\_\_\_\_\_  
(TITLE)  
\_\_\_\_\_  
(DATE)

**COST ESTIMATE**  
P.N. 46,462  
Analytical Laboratory Analyses  
LPC-663 Sampling & Analysis  
Round Lake Beach, Illinois

ITEM	UNITS	QTY	RATE	COST	
<b>STAKING AND UTILITY CLEARANCE IF DRILLING REQUIRED</b>					
1.1	Layout Boring Locations & JULIE Clearance	Hour	4.0	105.00	\$ 420.00
<b>DRILLING AND SAMPLING (Portal to Portal)</b>					
2.1	Union Drill Crew Regular Time (Up to 8.0 Hours per Day)	Day	1.0	1,600.00	\$ 1,600.00
2.2	Environmental Geologist/Specialist (Portal to Portal with 4 Hour Minimum)	Hour	8.0	105.00	\$ 840.00
2.3	Mileage	Mile	80	0.60	\$ 48.00
2.4	Photoionization Detector	Day	0.5	100.00	\$ 50.00
<b>ANALYTICAL TESTING</b>					
3.1	VOCs, PNAs, Lead & pH - Standard 5-7 Business Day Turnaround	Each	2	262.00	\$ 524.00
3.2	Additional Analysis for Landfill Disposal Parameters if soil is contaminated (Variable Allowance)	Each	0	500.00	\$ 0.00
<b>REPORTING SERVICES</b>					
4.1	Environmental Project Manager to Prepare Summary Report, with Form LPC-663, if uncontaminated	Lump Sum	1	500.00	\$ 500.00
4.2	Environmental Project Manager to Prepare Waste Profile for Landfill Disposal, if contaminated	Hour	0.0	120.00	\$ 0.00
4.3	Environmental Manager to Consult or Attend Project Meetings	Hour	0.0	120.00	\$ 0.00
<b>ESTIMATED TOTAL:</b>				<b>\$ 3,982.00</b>	
<b>RECOMMENDED BUDGET:</b>				<b>\$ 4,000.00</b>	



## TESTING SERVICE CORPORATION

# GENERAL CONDITIONS ENVIRONMENTAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Illinois Environmental Protection Agency

Bureau of Land • 1021 N. Grand Avenue E. • PO Box 19276 • Springfield • Illinois • 62794-9276

## Uncontaminated Soil Certification by Licensed Professional Engineer LPC-663

Uncontaminated soil, including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials, accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation must be certified to be uncontaminated soil in accordance with Section 22.15a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer using this form, LPC-663, when the soil is removed from a site that has been used for commercial or industrial purposes. Uncontaminated soil from a site that has not been used for commercial or industrial purposes may be certified by either the site owner or operator using LPC-662 or by a licensed professional engineer using this form. If you have any questions about this form, telephone the Bureau of Land, Permit Section at 217-524-3300.

### 1. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: \_\_\_\_\_ Office Phone Number, if available: \_\_\_\_\_

Physical Site Location (Street, Road): \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_

County: \_\_\_\_\_ Township: \_\_\_\_\_

Latitude and Longitude of approximate center of site:

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_  
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

IEPA Site ID Number(s), if assigned: \_\_\_\_\_ BOL: \_\_\_\_\_ BOW: \_\_\_\_\_ BOA: \_\_\_\_\_

### 2. Owner/Operator Identification - For Source Site

Site Owner

Site Operator

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

PO Box: \_\_\_\_\_

PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email, if available: \_\_\_\_\_

Email, if available: \_\_\_\_\_

