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Indianapolis, IN 46214
P (317) 273-1690
Terracon.com

July 11, 2024

Lake County Illinois State's Attorney's Office
18 N County Street, 3rd Floor
Waukegan, IL 60085

Attn: Lisle A. Stalter
Email: LStalter@lakecountyil.gov

Re: Proposal for Data Review and Analysis
Waukegan Midwest Generation Plant
Waukegan, Illinois
Terracon Proposal No. PCJ247105

Dear Ms. Stalter:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to review and evaluate analytical data and other available information associated with the Waukegan Midwest Generation Plant in Waukegan, Illinois (the Site). The objective of this review and evaluation will be to perform an analysis of groundwater monitoring data, and other available information, associated with On-Site coal ash impoundments/ponds and to form opinions on the following based on our analysis:

1. Levels of contaminant impacts found in groundwater at the Site, and any data trends associated with these impacts.
2. Source of contaminants impacts exceeding appropriate regulatory screening levels, including an analysis of groundwater flow related to the location of monitoring wells and coal ash impoundments/ponds.
3. Whether capping the coal ash areas is sufficient to prevent further contaminant exceedances in groundwater, or whether further remediation is necessary.
4. Potential threat to Lake Michigan from groundwater impacts originating from the Site.

Scope of Services (see Section 2.0 of attached Proposal Detail)	Data Review, Evaluation, and Reporting
Schedule (see Section 3.0 of attached Proposal Detail)	Draft report to be completed within twenty-five (25) business days from authorization to proceed.
Compensation (see Sections 3.0 of attached Proposal Detail)	Time and Materials \$13,730

PROPOSAL: Data Review and Analysis

Waukegan Midwest Generation Plant ■ Waukegan, Illinois
July 11, 2024 ■ Terracon Proposal No. PCJ247105



If this proposal meets with your approval, please sign the attached agreement for services between Terracon and Lake County State’s Attorney’s Office, returned via e-mail to perreb@st-ma.com for initiation of services. Initiation of services constitutes agreement and acceptance of the attached conditions as outlined unless otherwise agreed to in writing. Refer to the attached proposal detail for assumptions and limitations. This proposal is valid for 30 days.

We appreciate the opportunity to provide our services and look forward to working with you on this and future projects. In addition to environmental investigation services, Terracon provides geotechnical, construction materials, and facilities testing and consulting services on a wide variety of projects locally, regionally, and nationally. For more detailed information on all of Terracon’s services, please visit our website at www.terracon.com.

If there are any questions regarding this proposal or you would like to discuss the proposed scope of services, please contact us.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in dark ink, appearing to read "Perre E. Burns".

Perre E. Burns, PhD, PE
Principal Engineer

Ron St. John

Ronald B. St. John, PHg, CPG
Principal Hydrogeologist

Attachments: Agreement for Services



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1.0 PROJECT INFORMATION

The property is addressed as 401 East Greenwood Avenue, Waukegan, Illinois (hereinafter, referred to as the site). The Site consists of a retired, coal-based power generation station that is situated immediately adjacent to the west of Lake Michigan. The facility is reported to have closed in June of 2022. Periodic inspections and groundwater monitoring are currently being performed by Midwest Generation, LLC for two on-Site coal ash ponds (i.e., the East and West Ponds).

2.0 SCOPE OF SERVICES

2.1 Report Review and Data Compilation

Terracon will review available historical groundwater monitoring reports, subsurface investigation reports, design/build documents, and other pertinent documents associated with the geologic and hydrogeologic setting of the Site. Data obtained from this review will be compiled into a usable format for comparison to appropriate regulatory screening levels and/or remediation objectives, statistical trend testing of observed contaminant impacts, and the development of an understanding of groundwater flow beneath the Site.

2.2 Statistical Trend Testing of Data and Data Visualization

Terracon's analysis of Site conditions will include the development of statistical trend tests for individual constituents of potential concern (COPCs) identified in groundwater that exceed regulatory screening levels and/or remediation objectives. At a minimum, this analysis will include Mann-Kendall trend testing to identify any statistically significant increasing or decreasing data trends, but could also include other analysis methods (e.g., linear regression analysis, Spearman's Rho (SR) testing) depending on the variability of the data.

In addition to the statistical trend testing, Terracon will prepare exhibits that illustrate our understanding of the nature and extent of groundwater impacts associated with the Site, the Site's geology and hydrogeology, contaminant transport pathways, and contaminant data trends. The exhibits will be used to support observations and opinions documented in our final report. The final number and scope of these exhibits will be dependent on the data available for review and will be discussed with the client prior to production.

2.3 Data Analysis, Analysis of Geologic and Hydrogeologic Setting, Reporting

Following the completion of our review and analysis, Terracon will prepare a report detailing our findings and opinions. The report will include the following:

Explore with us

- ✖ Our understanding of the Site's Geology and Hydrogeology as it relates to contaminant impacts to groundwater associated with the coal ash impoundments/ponds.
- ✖ Analysis of the current state of groundwater impacts beneath the Site, including regulatory exceedances of groundwater screening and/or remediation objectives.
- ✖ Trends in groundwater data with an emphasis on an analysis of constituents found to exceed regulatory screening levels and/or remediation objectives.
- ✖ Our opinions, and rationale for those opinions, regarding:
 - ☐ Levels of contaminant impacts found in groundwater at the Site, and any data trends associated with these impacts.
 - ☐ Source of contaminants impacts exceeding appropriate regulatory screening levels, including an analysis of groundwater flow related to the location of monitoring wells and coal ash impoundments/ponds.
Whether capping the coal ash areas is sufficient to prevent further contaminant exceedances in groundwater, or whether further remediation is necessary.
 - ☐ Potential threat to Lake Michigan from groundwater impacts originating from the Site.

2.4 Project Management, Client Meetings

In addition to the overall management of the project, Terracon assumes that two to three update and/or status meetings will be performed with the client as our data review and analysis proceeds. At a minimum, we anticipate a meeting will be performed after our preliminary review of project documents and following the completion of our draft report.

3.0 PROJECT SCHEDULE AND COMPENSATION

Terracon's draft report will be delivered within twenty-five (25) business days following receipt of an authorization to proceed with the project. If schedule delays are anticipated, you will be contacted to discuss changes in the schedule.

The Scope of Services for investigation outlined in this proposal will be conducted on a time and materials basis for an estimated fee of \$13,730 (the Project Fee Schedule is attached). These costs will not be exceeded without your prior approval. If, as a result of these services, additional investigation services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Authorization will be obtained by you prior to commencement of any additional services outside the scope of this proposal.

4.0 STANDARD OF CARE, ASSUMPTIONS, ADDITIONAL SCOPE LIMITATIONS AND RELIANCE

4.1 Standard of Care

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time. Terracon makes no warranties, express or implied, regarding the findings, conclusions, or recommendations. Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal.

4.2 Additional Scope Limitations

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may be latent, inaccessible, unobservable, nondetectable, or not present during these services.

4.3 Reliance

This report has been prepared for the exclusive use of the Lake County State's Attorney's Office and any authorization for use or reliance by any other party (except a governmental entity having jurisdiction over the site) is prohibited without the express written authorization of Lake County State's Attorney's Office and Terracon. Notwithstanding the foregoing, reliance by authorized parties will be subject to the terms, conditions, and limitations stated in the proposal and Terracon's Agreement for Services.

Project Fee Schedule
Data Review and Analysis for Waukegan Midwest Generation Plant

Name	Title	Hourly Billing Rate
Peter Danzi-Tauer	Staff Geologist	\$95
Kendra Gutowski	Project Engineer	\$135
Perre E. Burns, P.E.	Principal Engineer	\$225
Ronald B. St. John, PHg, CPG	Principal Hydrogeologist	\$235

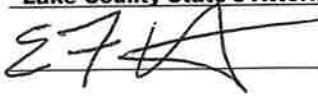
AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lake County State's Attorney's Office ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed Data Review and Analysis- Waukegan, IL project ("Project"), as described in Consultant's Proposal dated 07/11/2024 ("Proposal"), including but not limited to the Project Information section.

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services") Consultant will obtain latest reported monitoring well data available as reported by the facility. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and available to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to commence the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If project conditions change materially from the Proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section. If not stated, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Consultant may suspend Services for lack of timely payment. This is a professional services contract only, if work to be done will involve workers covered by federal, state, or local prevailing wage requirements, Consultant will notify Client and pay the prevailing wage.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$25,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Illinois law.
- 12. Analysis.** Client understands that analysis is provided based upon discrete sampling results as reported by the identified facility and that such results indicate conditions only at the depths, locations, and times the sampling was collected Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose.

13. Ownership of Documents. The report generated from the Services shall be the property of the Client. Work product to generate the report, such as logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **7/11/2024**
Name/Title: **Perre E. Burns / Senior Environmental Engineer**
Address: **7770 W New York St**
Indianapolis, IN 46214-2988
Phone: **(317) 273-1690** Fax: _____
Email: **PerreB@st-ma.com**

Client: **Lake County State's Attorney's Office**
By:  Date: **8.13.24**
Name/Title: _____
Address: **18 N County St**
Waukegan, IL 60085-4304
Phone: _____ Fax: _____
Email: _____