

February 20, 2018

Mr. Richard McMorris, P.E.
LCDOT Design Project Engineer
Lake County Division of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048

**Re: St. Mary's Road (Illinois Route 60 to Illinois Route 176)
Wetland Delineation Update, CCDD, and Topographic Survey**

Dear Mr. McMorris:

We have prepared this letter to serve as the agreement between the Lake County Division of Transportation (LCDOT) and Hampton, Lenzini and Renwick, Inc. (HLR) to provide wetland delineation services, CCDD services and a topographic survey. It is our understanding that LCDOT is proposing improvements to St. Mary's Road between Illinois Route 60 (Townline Road) and Illinois Route 176.

In 2012, HLR conducted a wetland delineation along St. Mary's Road between Illinois Route 137 (Buckley Road) and Everett Road and along Everett Road between St. Mary's Road and Riverwood Drive. We will refer to that report and update the wetlands we delineated in 2012 that are within the LCDOT project limits. There were a total of 15 wetlands delineated in this section in 2012 (Wetland Sites 8, 9, 10, 11, 12, 13, 18, 19, 20, 21, 22, 23, 38, 39 and 40).

Proposed Services

Update 2012 Wetland Delineation

HLR will update the wetland delineations that were conducted in 2012 for the 15 wetlands that were located within the proposed LCDOT project limits. Any additional wetlands within these project limits will be delineated and included in an updated wetland delineation report. Vegetation at each wetland will be inventoried and updated if needed. All wetlands will be flagged and re-surveyed.

Clean Construction Demolition Debris (CCDD)

CCDD will be completed in late 2019, or as directed by LCDOT.

Task 1: Environmental Background Research and 662 Application

The initial step will include an environmental database search for all records pertaining to contamination within project limits. The information generated in the database search will be utilized to provide LCDOT with a map delineating potentially impacted properties (PIPs). The areas not adjacent to PIPs should be eligible for processing with a 662 application. The spoils generated from these sites will only require pH testing, which will be provided by HLR with a mobile testing device. HLR will coordinate with local CCDD facilities for 662 pre-approval. In the unlikely event that any PIPs are found on or adjacent to the site, LCDOT staff would be notified of the options available for material disposal prior to commencing Task 2. If any areas are adjacent to PIPs, the site will require Task 2 for additional testing and analysis, for processing with a 663 application.

Task 2: Sampling and 663 Application

Task 2 includes taking up to eight soil samples for soil characterization. Drilling may be necessary depending on the roadway design. We have included one day of drilling to be used if needed. These samples will be used to establish pre-existing conditions and also for potential CCDD coordination. The soil samples will be submitted to a NELAC approved laboratory for analysis. We may analyze each soil sample for metals, volatiles, semivolatiles, polynuclear aromatic hydrocarbons and PCBs. The results of the analysis would be compared to the limits outlined in the Maximum Allowable Concentrations (MAC) of Chemical Constituents In Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F). A 663 will be prepared if levels meet MAC table limits.

If the soils come back with any elevated levels, additional TCLP or SPLP analysis on those specific constituents may be required to determine if they are within the MAC table limits. This testing would be used to create a waste profile if it is necessary to take it to a landfill.

Tasks	Cost
Task 1. Environmental Background Research and 662	\$3,5000.00
Task 2a. Soil sampling, laboratory coordination and 663 (if needed)	\$2,600.00
2b. Laboratory analysis- Per sample, up to 8 samples anticipated \$800 per sample (If needed)	\$6,400.00
2c. Drilling- One day if needed	\$2,400.00
TOTAL	\$14,900.00

* Above includes Environmental Database Review cost.

Services not set forth above are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed above.

Topographic Survey

Provide a topographic survey for St. Mary's Road as outlined in exhibit attached to email dated February 8, 2018. HLR will follow topographic survey standards as outlined in the Lake County Department of Transportation Design Survey Standards. Limits of survey to be existing right-of-way and 10 feet beyond. The survey will include 1 stream, 1 railroad crossing and 2 bike path underpasses. The stream and railroad will be surveyed in accordance with the Design Survey Standards. HLR will utilize in house arborist to identify tree species for trees 6 inches and greater. HLR will use existing county benchmarks for the vertical control and Illinois State Plane East Coordinate system 1983 datum for the horizontal control on this project. The final deliverable will be a Microstation dgn. HLR will follow LCDOT CAD Standards.

Update 2012 Wetland Delineation	\$ 7,200.00
Clean Construction Demolition Debris	\$ 14,900.00
Topographic Survey	\$ 44,500.00
Total	\$ 66,600.00

COMPENSATION

Billing Terms

For our services we will be paid the not to exceed amount of \$66,600.00.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

Payment Terms

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

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 the Consultant. The Consultant'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 the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

LCDOT
St. Mary's Road Delineation, CCDD, and Survey
February 20, 2018

If this agreement meets with the approval of the LCDOT, please have the proper official sign and date where indicated and return one (1) copy for our file. If you have any questions about any of the above, please call me at 847-697-6700.

Sincerely,
HAMPTON, LENZINI AND RENWICK, INC.

By:



Erica Spolar
Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the LCDOT for St. Mary's Road wetland delineation, CCDD and surveying services set forth above.

By

_____ Date

Title
