

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**12/3/2019**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Memorandum of Understanding with Downers Grove Park District - Prince Pond Dredging	Nan Newlon Director of Public Works

**SYNOPSIS**

A resolution has been prepared to approve a Memorandum of Understanding (MOU) between the Village and the Downers Grove Park District for the design, engineering and permitting for the dredging of Prince Pond wherein the Park District will pay for the work and the Village will make payment to the Park District in the amount of \$69,100.00.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2019-21 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY19 Budget includes \$100,000 in the Stormwater Fund for this project.

**RECOMMENDATION**

Approval on the December 3, 2019 consent agenda.

**BACKGROUND**

Prince Pond is located on the east side of Linscott Avenue, between Franklin Street and Warren Avenue. The property is owned by the Park District and is jointly maintained by the Village of Downers Grove and the Downers Grove Park District as required by a 1987 Intergovernmental Agreement (IGA) between the Village and Park District governing maintenance of Public Lakes. The 1987 IGA provides that the Village shall be responsible for certain maintenance activities with respect to public lakes including storm water structures, periodic removal of accumulated silt, and the establishment of measures to control silt accumulation. "Public lake" is defined as a body of water which is owned by either the Village or Park District and serves the joint purpose of stormwater management and use by the public for recreational purposes.

The proposed MOU was created to clarify an understanding between the Village and the Park District wherein the Park District will contract for and manage the design, engineering, and permitting for the removal of accumulated silt in Prince Pond, restoring it to its originally excavated depth. As set forth in the 1987 IGA, the Village will pay for this work and the MOU sets a maximum dollar amount of reimbursement to the Park District. The contract includes a maximum price of \$69,100.00 and the actual cost may be less. As part of the

agreement, the Village will make a payment to the Park District in advance of the work. If the cost of the project is less than the payment amount, the Park District will refund the difference to the Village. Once permitting, plans and bids are received by the Park District, a second MOU will be presented to Council for consideration.

Staff has worked with the Park District to solicit proposals for the engineering services, with V3 Companies, Ltd. being the chosen vendor. V3 has performed satisfactory work for the Village and Park District on similar past projects.

## **ATTACHMENTS**

Resolution

Memorandum of Understanding

Design Proposal

## RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND THE DOWNERS GROVE PARK DISTRICT**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Memorandum of Understanding ("MOU"), between the Village of Downers Grove (the "Village") and the Downers Grove Park District (the "Park District"), for certain maintenance in the form of silt removal and the installation of a stormwater bypass system for Prince Pond, as set forth in the form of the MOU submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the MOU, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the MOU.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE VILLAGE OF DOWNERS GROVE  
AND THE DOWNERS GROVE PARK DISTRICT**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into between the Village of Downers Grove, an Illinois municipal corporation (hereafter “Village”), and the Downers Grove Park District, an Illinois municipal corporation (hereafter “Park District”).

**RECITALS**

**WHEREAS**, the Village is an Illinois municipal corporation organized under the Constitution of the State of Illinois and the Illinois municipal code and has acted and is acting in the exercise of its statutory and home rule powers in making this Agreement; and

**WHEREAS**, the Park District is an Illinois Park District organized under the Constitution of the State of Illinois and the Illinois Park Code, and has acted and is acting pursuant to its constitutional and statutory powers in making this Agreement; and

**WHEREAS**, the Village and the Park District are public agencies within the meaning of Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 encourages and provides for units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further authorizes intergovernmental cooperation; and

**WHEREAS**, the Park District owns that property commonly known as Prince Pond; and

**WHEREAS**, Prince Pond, in addition to being a recreational amenity for the Park District, is also a component of the Village's storm water management infrastructure; and

**WHEREAS**, on January 12, 1987 the Village and Park District entered into an Intergovernmental Agreement concerning the maintenance of Prince Pond and the apportionment of costs for that maintenance ("1987 IGA"); and

**WHEREAS**, the Village and Park District have agreed that Prince Pond requires maintenance in the form of silt removal and installation of a stormwater bypass system. The parties have therefore worked cooperatively to solicit proposals from qualified candidates to perform the design and permitting services for the silt removal work and other work under specified terms and conditions; and

**WHEREAS**, the Park District has chosen to accept the proposal of V3 Companies, Ltd. for an amount not to exceed \$69,100 for design and permitting services ("Design-Permitting Proposal"); and

**NOW THEREFORE**, in consideration of the promises, terms and conditions set forth herein, the parties agree as follows:

**1.0 RECITALS INCORPORATED.**

The Recitals set forth above are incorporated herein and made a part hereof.

**2.0 UNDERSTANDING AND AGREEMENT**

The Village, in accordance with the 1987 IGA and this MOU, shall pay to the Park District the sum of \$69,100.00 within ten (10) business days of the approval of this MOU by both parties to fund the work of the Design-Permitting Proposal. The Village shall not be required to pay any additional amounts in relation to the Design-Permitting Proposal and shall have no further obligation of any kind with regard to the Design-Permitting Proposal. In the

event the final cost of the work under the Design-Permitting Proposal is less than \$69,100.00, the Park District shall reimburse the Village any such overpayment no later than sixty (60) days after the completion of the work. The Park District shall provide documentation to the Village showing payments made for the work. The Park District agrees to enter into and be solely responsible for administering the Design-Permitting Proposal.

**3.0 INDEMNIFICATION AND INSURANCE**

The District shall indemnify and hold harmless the Village against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss relating to the Design-Permitting Proposal or any activities performed pursuant to this MOU, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the Village or is the result of natural causes such as flooding due to weather.

The District shall have V3 Companies, Ltd. and any subcontractors add the Village as an additional insured to their insurance policies for the work to be performed under the Design-Build Proposal.

**4.0 REMAINDER**

The terms of the 1987 IGA are not changed by this MOU.

VILLAGE OF DOWNERS GROVE

DOWNERS GROVE PARK DISTRICT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk  
2\word\agrm\princepondmou

\_\_\_\_\_  
Secretary



Rev November 6, 2019

Mr. Paul Fyle, PLA  
Superintendent of Planning  
Downers Grove Park District  
2455 Warrenville Road  
Downers Grove, IL 60515

**RE: Proposal for Professional Services | Prince Pond Dredging, Downers Grove, IL**

Dear Paul:

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for professional services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the General Terms and Conditions attached hereto, which sets forth the contractual elements of this agreement, will constitute the entire agreement between Downers Grove Park District (CLIENT) and V3 Companies, Ltd. (V3) for services on this project.

## PROJECT UNDERSTANDING

Prince Pond is located just northwest of Downtown Downers Grove and encompasses roughly one Village block adjacent to the intersection of Franklin Street and Linscott Avenue. It is our understanding that the Park District would like to dredge the pond and also install a storm sewer bypass system to route the winter salt water way from the pond so that the pond freezes easier for ice rink usage by the Village residents.

The attached Scope of Work documents details the different phases of work proposed to create a bid set of plans and permit the improvements.

The **Preliminary** phase of work will involve site investigation and evaluation tasks to identify the existing conditions and constraints of the site along with estimated construction costs. These tasks will include:

- Update Wetland Delineation that was performed in 2016.
- Storm preliminary design to bypass roadway water draining into Prince Pond.
- Cost estimates for proposed site improvements.

The next phase of work will be the **Design and Permitting Phase**. This phase will involve the following:

- Geotechnical and CCDD testing of soil excavated for storm sewer install.
- Preparation of a Bid set of plans for the dredging pond and constructing the bypass storm sewer.
- SWPPP and erosion control plans.
- Preparation and submittal of permit applications to the USACE, Village of Downers Grove and IEPA (Construction Notice of Intent).

## COMPENSATION

### PRELIMINARY PHASE COMPENSATION

WETLAND SERVICES	SCOPE EXHIBIT	FEE
Wetland Delineation Update	A	\$4,000

PRELIMINARY ENGINEERING SERVICES	SCOPE EXHIBIT	FEE
Preliminary Design and Cost Estimates	C	\$4,000

### DESIGN AND PERMITTING PHASE COMPENSATION

SOIL BORINGS & CCDD	SCOPE EXHIBIT	FEE
CCDD Evaluation	B	\$3,200
Soil Borings & Laboratory Testing (if required)	B	\$3,800

PERMITTING SERVICES	SCOPE EXHIBIT	FEE
Village of Downers Grove Stormwater Permit	A	\$7,500
USACE Permit	A	\$5,000
IEPA Notice of Intent	A	\$2,500

FINAL ENGINEERING SERVICES	SCOPE EXHIBIT	FEE
Pond Dredging Plans	C	\$5,400
Final Engineering Plans	C	\$20,700
Bid & Construction Phase	C	\$8,000 Hourly

OTHER SERVICES	SCOPE EXHIBIT	FEE
Meetings & Coordination	n/a	\$4,000

<b>PRELIMINARY PHASE SERVICES</b>	<b>\$8,000</b>
<b>DESIGN AND PERMITTING PHASE SERVICES</b>	<b>\$60,100</b>
<b>REIMBURSABLES</b>	<b>\$1,000</b>
<b>TOTAL</b>	<b>\$69,100</b>

### MISCELLANEOUS EXHIBITS

<b>EXTENT OF AGREEMENT</b>	<b>EXHIBIT D</b>
<b>V3 STANDARD BILLING RATE SCHEDULE</b>	<b>EXHIBIT E</b>
<b>GENERAL TERMS AND CONDITIONS</b>	<b>EXHIBIT F</b>

The above fees are lump sum unless noted otherwise. Where fees are noted as “hourly” or “T&M” the fee listed is for budgetary purposes only – actual fee will be based on the actual hours expended on the project multiplied by V3’s Billing Rates attached hereto and the expenses incurred. The budgetary fee listed is based on the expected level of effort to accomplish the task.

Meetings will be attended as necessary and will be invoiced on an hourly rate basis.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage to/from meetings and other similar project-related items.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

### MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon the receipt of CLIENT’s written acceptance of this proposal.

The fee and completion schedule stated herein is valid for 30 days from the date of proposal. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,  
 V3 COMPANIES, LTD.



Gregory V. Wolterstorff, P.E.  
 Director of Natural Resources

Accepted For:  
 Village of Downers Grove Park District

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

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

Date: \_\_\_\_\_

**INVOICE INFORMATION**

**PREFERENCE:**

Receive by Email

Receive by Mail

Both

Purchase Order # (If Applies)

\_\_\_\_\_

Important Accounting Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEND INVOICE TO:**

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## EXHIBIT A | Wetland Services

### BACKGROUND

V3 prepared a wetland delineation report in 2016 for Prince Pond, and at that time the pond was determined to be non-wetland and non-jurisdictional. However wetland jurisdictional determination procedures have changed in the past couple of years based on recent rules, legislation and legal cases. Since the Prince Pond is within 4000 linear feet of St. Joseph Creek, there is a possibility that the US Army Corps of Engineers (USACE) will take jurisdiction as Waters of the US. Therefore V3 is including a jurisdictional determination of the wetland delineation with both the Village and USACE.

### WETLAND DELINEATION UPDATE

The following services will be performed to provide you with information on the location, quality, and extent of wetlands/Waters present on the referenced property and will serve as the required wetland/Waters delineation for the site per the requirements of the Village and USACE.

1. **Wetland Delineation Update.** Since the 2016 wetland delineation report is outdated per the DuPage County/Village of Downers Grove ordinance, V3 will conduct an update to the wetland delineation. Field work and an update of the technical wetland delineation report will be provided as part of this scope. A botanist and a soil scientist from our Natural Resources Division will conduct a field investigation of the site within the 2019 Growing Season (May-October, 2019) to collect wetland delineation data in accordance with the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Midwest Region, and the Village of Downers Grove Stormwater Ordinance. The limits of delineated wetlands/waters will be staked in the field, and located via a handheld GPS unit. The wetland boundaries will be mapped on a recent large-scale aerial photograph, based on our field assessment of the vegetation, soils and hydrology at the site. In addition, as required by the Ordinance, following the wetland delineation update field work, the boundaries will need to be field verified by the Village of Downers Grove or their wetland consultant. V3 will schedule, coordinate, and attend the on-site wetland field verification with the Village of Downers Grove or their wetland consultant. A separate fee for the Village of Downers Grove wetland consultant will be applicable; however, this fee is the responsibility of the client and is not included in this scope of services. Following the field verification, V3 will prepare a Wetland Delineation Exhibit showing the delineation as located via V3's handheld GPS, which will be provided to the Client. The full technical wetland delineation report update will be finalized following the wetland boundary field verification with Downers Grove. As part of this task and as required by the USACE and the Downers Grove Stormwater Ordinance, V3 will conduct threatened and endangered species consultation with the IDNR and U.S. Fish & Wildlife Service.

### WETLAND PERMITTING

The following services will be performed to obtain permit approval for improvements at the site per the requirements of the Village and USACE Chicago District.

1. **U.S. Army Corps of Engineers Permit.** V3 will prepare and submit the wetland permit to the Chicago District, USACE. The initial permit application package will likely consist of the following items:
  - A cover letter addressing all of the Permit conditions.
  - Joint Application Form.
  - A project description.
  - Wetland Delineation and Assessment Report.
  - Engineering Plans (to be provided by V3).
  - Soil Erosion and Sediment Control Plan (to be provided by the V3).
  
2. **Village of Downers Grove Permit.** V3 will prepare permit documentation for wetland aspects which are required as part of the DuPage County Countywide Stormwater Permit. V3 will assist the client in obtaining permit approval from the Village of Downers Grove as a full waiver community under the County permit requirements.
  
3. **Response to Agency Review Comments.** V3 will prepare responses to all comments received in response to agency comments during the permitting process. Since the Individual Permit process requires a 45-day Public Notice period, the applicant is required to address and respond to all of the comments received from the public, other regulatory agencies, and the USACE. Since the extent of the comments to be received is not known at this time, this task will be billed using hourly billing rates with a “not to exceed” amount.
  
4. **Off-Site Wetland Mitigation Credit Coordination.** V3 will coordinate the purchase of credits from an approved wetland mitigation bank as necessary to facilitate final USACE approval of the project.

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#### IEPA NOTICE OF INTENT

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V3 will assist the Client in obtaining soil erosion and stormwater pollution prevention (SWPPP) permits from the Illinois Environmental Protection Agency and local SWCD. Permit fees are the responsibility of the Owner. NPDES services do NOT include monitoring or reporting services during the course of construction.

## EXHIBIT B | Soil Borings & CCDD Evaluation

As part of the storm sewer installation, V3 will evaluate the soil under the existing roadways and obtain CCDD testing information to confirm disposal of roadway excavation material as part of the storm sewer installation for the bypass project.

### CCDD EVALUATION

1. **EDR Report.** V3 will obtain Environmental Data Records search for the proposed subject site to evaluate historical use of the property.
2. **pH Testing.** If the EDR Report is clear for potential hazardous uses of the subject property, then V3 will obtain pH testing of the surface soils around the east and south side of Prince Pond.
3. **CCDD Documents.** V3 will prepare LPC-662 or LPC-663 soil evaluation report as part of the CCDD evaluation for construction spoil disposal.

### SOIL BORINGS AND LABORATORY TESTING

If EDR Report shows potential hazardous use history and/or pH Testing identifies a potential environmental concern, then V3 will proceed with enhanced evaluation of the soils that may be disturbed by the storm sewer installation project.

1. **Soil Borings.** V3 will subcontract and coordinate with a geotechnical firm to provide a drill rig and crew for a ½ day of drilling and testing.
2. **Environmental Sampling.** V3 will obtain four (4) soil samples for assessment of CCDD certification. Samples will be tested by a laboratory to determine presence or absence of contaminants (standard 5-7 working day turn around on sample results).

## EXHIBIT C | Site Civil Engineering Services

### PRELIMINARY ENGINEERING SERVICES

V3 will perform the following services during this phase:

1. Preliminary engineering design and exhibits to evaluate storm sewer to bypass storm water around the pond during the winter.
2. Perform a site visit to observe site conditions.
3. Develop storm sewer calculations to size storm sewer capacity.
4. Identify shoreline and path stabilization improvements.
5. Prepare engineers estimate of probable construction costs.

### FINAL ENGINEERING SERVICES

V3 will perform the following services during this phase:

#### POND DREDGING PLANS

V3 will prepare design plans for the dredging of Prince Pond.

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice.
2. Prepare a Final Grading Plan to define the grading proposed to dredge Prince Pond.
3. Identify contractor access, sediment management and drying pit locations for mechanical dredging of the Prince Pond.
4. Perform an earthwork analysis to determine site earthwork quantities required to be disposed of in an off-site location.

#### FINAL ENGINEERING PLANS

V3 will prepare design plans for constructing the bypass storm sewer.

1. Serve as CLIENT's civil engineering representative for the project and provide professional engineering consultation and advice.
2. Prepare Final Utility Plans to install bypass storm sewer.
3. Prepare a Stormwater Pollution Prevention Plan to define erosion control measures to be implemented for the site to meet NPDES and local requirements.
4. Prepare Shoreline and Path Stabilization details and specifications for the restoration.

5. Provide Construction Details, Technical Specifications and General Notes required to construct the proposed site improvements.
6. Perform an earthwork analysis to determine trench excavation quantities required to be disposed of in an off-site location.
7. Assist the Client in obtaining site grading related permits from the Village of Downers Grove, and from the Illinois Environmental Protection Agency for stormwater pollution prevention - NPDES. Permit fees are the responsibility of the Owner. NPDES services do NOT include monitoring or reporting services during the course of construction.

V3 will prepare a design specification book for the work being performed.

#### **BID & CONSTRUCTION PHASE SERVICES**

1. During the bid phase, issue addenda as required to interpret, clarify or expand the Bid Documents.
2. Assist the CLIENT with evaluation of the bids, if requested.
3. V3 will make up to 2 site visits in order to observe if site construction is being completed in general accordance with the Contract Documents. The timing of the site visits will be coordinated with the CLIENT.
  - Construction phase services do not include attendance at weekly project meetings or soil erosion control inspections as part of the Stormwater Pollution Prevention Plan requirements for the IEPA NPDES permit.
  - V3 shall not be responsible for construction means and methods or safety practices while on the job site.
4. V3 will review shop drawings and other data that the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information provided in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
5. V3 will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
6. V3 will review Record Drawings provided by others for general conformance with the Contract Documents and issue a statement as to whether or not the project was constructed in substantial conformance with the design intent of the project. Record Drawing preparation is not included in this scope of work.

## EXHIBIT D | Extent of Agreement

This agreement is for the services defined to design and permit dredge and storm sewer improvements at Prince Pond. Should additional services be required they will be the subject of a separate agreement. Furthermore, this agreement does not include services for:

1. Survey Services such as Topographic Survey, Boundary Survey, Construction Staking, Record Drawing preparation, Plats of vacation, off-site topography, or Plats of easement dedication.
2. Structural engineering services of any kind.
3. Services resulting from any significant modifications to the design concept by CLIENT after V3 has received authorization to proceed with a specific phase of work.
4. Preliminary Engineering or Final Engineering for infrastructure related to final site development. The scope of this agreement provides for reclamation of formerly mined areas. Planning and engineering for a final site development concept will be provided as an Additional Service.
5. Geotechnical design or construction testing services
6. Site inspections or documentation associated with maintaining the Stormwater Pollution Prevention Plan (SWPPP).
7. V3 may be required to produce documents and emails as part of a court ordered subpoena. Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

**Please note that V3 can provide many of the services outlined above should they be required.**

## EXHIBIT G | Standard Billing Rate Schedule



### V3 COMPANIES BILLING RATE SCHEDULE

(Rates effective January 1, 2019 through December 31, 2019)

<u>Description</u>	<u>Hourly Rate</u>
Principal/Director	210.00
Operations Director	200.00
Senior Project Manager	200.00
Senior Estimator	190.00
Superintendent	170.00
Resident Engineer II	165.00
Resident Construction Manager II	160.00
Senior Ecologist	160.00
Project Manager II	160.00
Project Manager I	150.00
Resident Engineer I	145.00
Resident Construction Manager I	145.00
Senior Project Engineer	140.00
Construction Administrator III	140.00
Project Engineer II	135.00
Project Scientist II	130.00
Project Engineer I	130.00
Landscape Architect II	125.00
Senior Construction Technician	120.00
Landscape Architect I	115.00
Project Scientist I	115.00
Project Surveyor III	110.00
Senior Technician	110.00
Construction Technician III	110.00
Project Designer III	105.00
Engineer III	105.00
Project Surveyor I/II	105.00
Design Technician III	105.00
Scientist III	100.00
Construction Administrator II	100.00
Technician III	95.00
Engineer I/II	95.00
Designer I/II	90.00
Scientist I/II	90.00
Field Ecologist	85.00
Technician I/II	80.00
Project Coordinator	60.00
Survey Crew*	190.00

\*Time is charged portal to portal

<u>Laboratory Analyses</u>	<u>(Std. TAT)</u>
Full Target Compound List (VOCs, SVOCs, PCBs/ Pesticides, pH, TAL total metals)	\$ 575
VOCs	\$ 95
BTEX	\$ 45
BTEX/MTBE	\$ 50
SVOCs	\$ 215
PNAs/PAHs	\$ 95
PCBs	\$ 60
Pesticides	\$ 95
PCBs/Pesticides	\$ 140
Target Analyte List (TAL) Metals (Totals)	\$ 180
RCRA 8 Metals (Totals)	\$ 90
RCRA 8 Metals (SPLP or TCLP)	\$ 145
Single (except Hg) Metal (SPLP or TCLP)	\$ 75
pH	\$ 10
TPH (Gas/Diesel/Oil)	\$ 75
Fractional Organic Carbon (Foc)	\$ 40
Method 5035 VOCs Sample Kits	\$ 15
IL Greensheet (Code R/F List/PCB) Waste Scan (w/o TCLP Pests./Herbs.)	\$1,000
Code CG Waste Scan (Flashpoint, Paint Filter, pH, TCLP Lead)	\$ 125

- Laboratory Analysis Standard Analysis Turn-Around-Time (TAT) is 5 – 7 business days. Expedited TAT upon CLIENT request: 24 hr – 48 hr TAT @ 100% laboratory markup; 72 hr TAT @ 50% laboratory markup; 96 hr TAT @ 25% laboratory markup.

#### Unit Charges

Photo-ionization Detector (PID)	\$150/day
PPE/Environmental Health & Safety Consumables	\$ 45/day
Hand-held Trimble GPS Unit	\$100/day
Water Level Indicator	\$ 20/day
Monitoring Well Locks	\$ 15/ea
Peristaltic Pump	\$ 35/day
Teflon Tubing (groundwater sampling)	\$ 40/well
Low-flow Groundwater Sampling Equipment	\$175/day
Water Quality Multi-Parameter Probe	\$175/day
Transducer	\$150/day
Soil Gas Field Equipment	\$300/day
Vehicle mileage will be billed at the current IRS rate.	

## EXHIBIT H | General Terms & Conditions



### V3 COMPANIES ENVIRONMENTAL SERVICES TERMS AND CONDITIONS

#### 1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.
- It is the role of CONSULTANT to make recommendations for a Scope of Work that reflects good commercial and customary practice. However, because the degree and associated expense of the investigation directly relates to the completeness of the Project Site characterization, The CLIENT shall determine and agree that an acceptable level of risk is reflected in the Scope of Work.
- The CLIENT agrees that CONSULTANT shall not be responsible for the notification of regulatory and health agencies in regard to contamination or other health hazards found on the Project Site. The CLIENT may be obligated to contact a regulatory agency (or agencies) regarding the contamination within 24 hours of its discovery and confirmation. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save harmless CONSULTANT from any claims arising from CONSULTANT not reporting any such discovery to any public or private entity other than the CLIENT.
- The CLIENT agrees that the historical ownership search performed by CONSULTANT in conjunction with the environmental site assessment is solely intended for interpretive use pertaining to environmental issues of the Project Site. The CLIENT recognizes that the use of information presented in the historical ownership search for any other purpose is inappropriate.
- The CLIENT agrees that CONSULTANT is dependent upon information available from various government agencies and private database firms to aid in evaluating the environmental history of the site, and therefore acknowledges that the accuracy of CONSULTANT's record searches is dependent upon the quality of the record keeping practices of such agencies and firms. CONSULTANT shall not be liable for any such agency's or database firm's failure to make relevant files or documents available, to properly index files or documents, or otherwise fail to maintain or produce accurate or complete records.

#### 2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.
- The Scope of Work shall not specifically identify health or safety hazards from chemical substances or physical safety hazards on the Project Site.
- Any recommendations for subsequent environmental work are intended as guidelines only. A qualified environmental consulting firm, such as CONSULTANT, should be contacted to define the specific, detailed Scope(s) of Work and to supervise the execution of these recommendations.
- CONSULTANT services will include a preliminary, cursory, visual inspection for the presence or absence of asbestos. If asbestos is suspected to exist, CONSULTANT will recommend that a full inspection be conducted along with a sampling and analysis of the suspect material for content. The CLIENT shall contract separately for this service at additional cost to the CLIENT.
- Our services shall only include a preliminary review of the material handling or waste disposal activities at the Project Site. A comprehensive audit shall not be conducted as part of the Scope of Work. In addition, the Scope of Work does not include a comprehensive audit of all issues pertaining to the compliance of a facility with state and federal permits, reporting requirements or OSHA regulations.

#### 3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

#### 4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension.

#### 5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by CLIENT, under the same terms, whenever CLIENT shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by CONSULTANT either before or after the termination date shall be reimbursed by CLIENT.

#### 6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

#### 7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### 8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

#### 9. FACSIMILE TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

#### 10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

#### 11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

#### 12. WAIVER OF CONTRACT BREACH

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

#### 13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed \$100,000. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

#### 14. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.

#### 15. CONSTRUCTION STAKING PROVISIONS

- a. The destruction of any point(s) labeled C.P. (control point) without the consent of the CONSULTANT will be charged as a non-contract item, at \$300.00 per incident. Control points will be marked, highly visible and identifiable by a "pig-pen" or "triple lath" configuration surrounding each control point.
- b. CONSULTANT will require a minimum of 48 hours notice for scheduling of survey crews. Once the crew is on site, crew will return for as long as required to finish the requested work. ADDITIONAL WORK given to crew, while crew is on-site, will be performed in a minimum of 48 hours. Scheduled surveying requests shall constitute a minimum of 4 hours of field work.

- c. It is understood that it is the CLIENT's responsibility to notify the CONSULTANT (in writing) of any and all revisions to the contract documents. Current blueline drawings for the project shall be supplied to CONSULTANT by CLIENT.
- d. If underground utility lines and/or curb lines are incorrectly constructed, and the CONSULTANT's stakes are claimed to be the source of error, the stakes in question MUST BE IN THE GROUND as set by the CONSULTANT in order that a re-verification of the location of the stakes can be accomplished.
- e. The CONSULTANT must be notified in writing within 24 hours of any potential staking error by the CLIENT so that the CONSULTANT may assess and verify the cause of the error. No claims shall be made as a result of a staking error against the CONSULTANT without the foregoing notification of the error in writing as specified.
- f. It is understood that the CONSULTANT will set offset stakes one time only, except as otherwise provided in this Agreement. A loss of a stake or stakes due to construction, vandalism, or an act of god will be replaced as an additional service to this Agreement. If the CONSULTANT is called upon to check or verify stakes that he has placed in the ground, and if it is found that those stakes were located and marked according to plan, the CONSULTANT's services will be considered an additional service to this Agreement.
- g. It is understood that it is not the responsibility of the CONSULTANT to verify the horizontal and/or vertical alignment of utility structures after they are built. Such services, should they be required by the CLIENT or the CONTRACTOR, will be provided as an additional service to this Agreement.
- h. CONSULTANT reserves the right to rely on the accuracy of the contract documents and is not responsible for the discovery of any errors or omissions that may exist on the contract documents.

#### 16. GENERATION OF WASTE

CLIENT agrees that CONSULTANT acts only as a bailee and at no time assumes title of waste produced at the Project Site. The CLIENT shall not claim that CONSULTANT is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976, as amended, or any other similar Federal, state or local regulation or law. In addition, it shall be understood that the CLIENT has the title to, with all responsibility and liability, for any waste generated during our Scope of Work.

#### 17. ROLE OF CONSULTANT, CLIENT AND ATTORNEY

The CLIENT agrees that although CONSULTANT is required by the nature of the work to have an understanding of the laws pertaining to environmental issues, CONSULTANT shall not offer legal advice to the CLIENT. Furthermore, the CLIENT shall not construe or assume that any representations made by CONSULTANT in written or conversational settings constitute a legal representation of environmental law or practice.

#### 18. STANDARD OF CARE

CLIENT recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by CONSULTANT and that the limitation of available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill. CONSULTANT agrees to use that level of care and skill ordinarily exercised by other professional consultants acting under similar circumstances in performing its services hereunder. Except for this standard of care and skill, no warranty, expressed or implied, is made or intended by CONSULTANT in providing the services hereunder, including the furnishing of oral or written reports or the findings made.

#### 19. FAILURE TO ENCOUNTER HAZARDOUS MATERIALS

CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claims or liability for injury or loss arising from CONSULTANT's failure to detect the presence of hazardous materials, including CONSULTANT, though the investigatory steps and procedures agreed to for this assessment, unless the failure to disclose hazardous materials was due to CONSULTANT's failure to follow the procedures specified in the attached proposal.

#### 20. UTILITIES

In the execution of any subsurface exploration CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities that they are not made aware of or correctly shown on the plans furnished.

#### 21. AQUIFER CONTAMINATION

The CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and save CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of cross-contamination caused by drilling and sampling unless due to CONSULTANT's negligence and to compensate CONSULTANT for accompanying time and expenses.

#### 22. DISPOSAL OF SAMPLES

Samples of soil, rock, water waste, or other materials contaminated by hazardous substances, including asbestos, obtained from the project site are the property of the CLIENT. CONSULTANT shall retain such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures which encompasses removing the contaminated samples from CONSULTANT's custody and transporting them to a disposal site. Accordingly, unless CLIENT indicates otherwise within the thirty (30) day period referenced above, CLIENT hereby instructs CONSULTANT to make arrangements, as CLIENT's agent, for proper transportation and disposal of samples with appropriate licensed parties. Due to the risks to which CONSULTANT is exposed, CLIENT agrees to waive any claim against CONSULTANT, and to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss arising from CONSULTANT service as CLIENT's agent in arranging for proper transportation and disposal of contaminated samples. CLIENT agrees to pay all costs associated with this disposal.

#### 23. ROOF CUTS

If roof cuts are authorized by CLIENT in an asbestos investigation, it is the responsibility of CLIENT to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time the samples are obtained, CONSULTANT may make temporary repairs at the time of sampling and inspection which may result in additional charges. CONSULTANT personnel are not certified in roofing repair and CONSULTANT shall therefore under no circumstance be responsible for the adequacy and water tightness of the temporary repairs, nor shall CONSULTANT be responsible for any water damage to the roofing system, building, or its contents resulting from CONSULTANT's temporary repairs.