



230 Woodlawn Avenue • Aurora, IL 60506 • Phone: (630) 897-8380 • Fax: (630) 897-5696

June 22, 2016

Mr. Eric Schoeny
Drainage and Underground Coordinator
City of Aurora
649 S. River Street
Aurora, IL 60505

RE: Scope of Work and Cost Estimate
Clean Soil Fill Certification
Water and Sewer Stock Piled Soil
Aurora, Illinois

Dear Eric:

Deuchler Environmental, Inc. ("DEI") is pleased to forward this Scope of Work ("SOW") and Cost Estimate to provide assistance to the City of Aurora for management and certification of soil at their Water and Sewer Maintenance facility located at 649 S. River Street. This scope of work and cost estimate is being provided to you in order to verify that soil is uncontaminated in accordance with Illinois Administrative Code (IAC) Title 35, Subtitle J, Chapter I, Part 1100 and can be disposed of at Clean Construction and Demolition Debris (CCDD) facility.

BACKGROUND INFORMATION AND PURPOSE

As of July 30, 2010, all soil comingled with clean CCDD material must be certified as being uncontaminated in order for the soil to be disposed at a CCDD or soil only facility. In order to provide this certification, the owner/operator must certify that the source area of the soil has been used only for agricultural or residential purposes or a Professional Engineer ("P.E.") must seal and sign form LPC-663 in accordance with 35 IAC 1100.205(a)(1)(B) attesting that the soil has been properly tested and meets the definition of uncontaminated.

Materials generated from industrial/commercial sites and materials that are located in potentially impacted properties (PIPs) cannot be aggregated with soils from known residential projects. PIPs must be stockpiled separately by site and certified prior to being accepted by Heartland a CCDD facility. Material removed from a PIP must be analyzed for the parameters as listed in 35 IAC 1100.Subpart F – *Summary of Maximum Allowable Concentrations (MAC) of Chemical Constituents in Uncontaminated Soil Used as Fill Material at Regulated Fill Operations* (see **Attachment A**). In addition an LPC-663 form signed by a professional engineer must be provided (**Attachment B**).

It is assumed that all soil from the City of Aurora projects which meets the requirements of IAC Title 35, Subtitle J, Chapter I, Part 1100 will be taken to the Heartland Recycling Facility on Mettle Road in Aurora. DEI contacted Heartland in August 2014 to determine what their requirements are for accepting material generated during water and sewer repairs. According to the City's contact, Joe Volini,

the minimum analytical requirements are toxicity characteristic leaching procedure (TCLP) analysis on the eight RCRA metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver); volatile organic compounds (VOCs); semi-volatile organic compounds (SVOCs) and pH. Mr. Volini indicated that if there is reason to suspect other contaminants based on a review of site history or surrounding sites, additional testing may be required. Based on the history of Aurora and our previous sampling knowledge, we would also add testing for polychlorinated biphenyls (PCBs); cyanide and total arsenic in accordance with 35 IAC 1100.605(a)(1).

Heartland has indicated that they do not accept co-mingled material from residential and potentially impacted properties, co-mingled potentially impacted properties, sludge, the contents of any pipe, flowable mud, concrete that is painted, or larger than 2 feet by 2 feet by 1 foot, clay pipe, reinforced concrete pipe, or any material with exposed metal or painted block and brick. Heartland has indicated that they will not accept asphalt grindings or material mixed with grindings but they will accept broken asphalt, concrete that is not reinforced and stone.

All loads are subject to inspection at the facility and Heartland can reject any loads that they *"are not comfortable with or that do not contribute to the eventual usage of the site"*.

COA has also contacted the new representative from Rock River Environmental Services, Brian Crull, to determine if additional testing would be required should the material need to be disposed of at either their Winnebago or Rochelle landfills. According to Mr. Crull, material from each site will require a Non-Special Waste Profile and Certification form (**Attachment C**) which certifies the waste material is not liquid, hazardous, potentially infectious medical waste, does not contain asbestos or PCBs, and is not a hazardous waste that has been rendered non-hazardous waste. Analytical results are required to be attached to this form.

Residential material will require a Generator Non-Special Waste Warranty Statement form (see **Attachment D**) signed by the City of Aurora.

The purpose of this SOW is to outline the tasks and costs associated with the acquisition and analysis of soil samples in order to provide information for the P.E. to provide the certification required by form LPC-663 as per the requirements of 5/22.51 (f)(2)(B) and 5/22.51a(d)(2)(B) of the Act and to outline tasks for preparing soil to be disposed of at Rochelle Landfill.

PROJECT ASSUMPTIONS

The SOW and cost estimate provided in the proposal are based upon the following assumptions

- Soil removed from residential areas will be stockpiled separately from soil removed from industrial/commercial areas (PIPs) or in older residential areas where there is a potential for soil to be contaminated.
- Industrial/commercial sites will not be co-mingled together but will be kept separated. Each site will be sampled separately for analysis of MAC parameters. Each industrial/commercial site which has been approved for disposal at the Heartland facility will be delivered separately to the facility (i.e. no co-mingling of sites in the truck).

- All material certified for acceptance as CCDD will be free from co-mingled material from residential and potentially impacted properties, co-mingled potentially impacted properties, sludge, the contents of any pipe, flowable mud, asphalt grindings, concrete that is painted, or larger than 2 feet by 2 feet by 1 foot, clay pipe, reinforced concrete pipe, any material with exposed metal or painted block and brick.
- DEI will be responsible for signing the LPC-663 forms.
- If a soil does not meet the requirements of 5/22.51 (f)(2)(B) and 5/22.51a(d)(2)(B) of the Act, or is rejected by Heartland for any reason the soil must be disposed of at a landfill.
- Standard turnaround time for laboratory analysis of soil samples is seven days.

SCOPE OF WORK

- For each area that is identified as an industrial/commercial area (PIP) at least one sample will be collected for the list of parameters identified by Heartland Recycling.
- Sampling costs include collecting, and transporting the sample or samples to the laboratory on ice and under chain-of-custody procedures.
- DEI will provide laboratory test results along with a completed form LPC-663 (provided that the contamination in the soil samples is determined to be below applicable limits and is eligible for disposal at Heartland's facility) to the City of Aurora.
- If a soil pile from an industrial/commercial area is found to have a pH greater than 9.0 or less than 6.0 or if any other parameters exceed the MAC standards and therefore requires disposal at a landfill, DEI will provide a Non-Special Waste Profile and Certification form for signature by the City of Aurora.

ANALYSES TO BE PERFORMED

The laboratory analysis of all soil samples will be conducted by First Environmental Laboratories, Inc. (Naperville, Illinois – Accreditation #100292).

In order to determine if excavated soil from industrial/commercial sites can be disposed of at a CCDD facility the material will be analyzed for the following parameters:

- Volatile Organic Compounds ("VOC's") – USEPA Method 5035/8260B
- Semi-volatile Organic Compounds ("SVOC's") – USEPA Method 3540C/8270C
- PCB's – USEPA Method 3540C/8082
- TCLP RCRA Metals – USEPA Method 1311; USEPA Method 6010B; Mercury USEPA Method 7470A
- Total Arsenic – USEPA Method 6010B

- Cyanide – USEPA Method 4500CN
- pH – USEPA Method 9045C

Other parameters may be added to this list should visual observations or prior knowledge of the site use indicate that additional testing is warranted or required prior to landfill disposal. DEI will contact the City prior to proceeding with the analysis of additional parameters.

ANTICIPATED COSTS

Direct Costs

Industrial/Commercial CCDD Determination

All PIPs will be analyzed for VOCs, SVOCs, PCBs, TCLP RCRA metals, total arsenic, cyanide and pH. The cost for this analysis is **\$710.00** per analysis based on a standard turnaround time of seven days.

Labor Costs

Collection of samples for analysis will be performed with available personnel. Depending on the number of soil piles to be sampled for analysis it is estimated that from 1.5 to 2.5 hours will be required per sampling event. This includes preparation of the samples and delivery to the laboratory for analysis. The current (2016) hourly rate for this task will range between \$80.00 and \$126.00 per hour.

Evaluation of data will be performed by an environmental engineer. It is estimated that 2.0 hours will be required per site for analysis of the data and completion of the LPC-663 Form or Non-Special Waste Profile and Certification form. The current (2016) hourly rate for an environmental engineer ranges from \$108.00 to \$126.00 per hour.

A Principal Engineer will review for quality control and certification. It is estimated that a review and certification will be one hour per LPC-663 form. The current (2016) hourly rate for a Principal Engineer is \$167.00 per hour.

Estimated Cost Per Sample Stockpile

An estimated unit price for one sample stockpile is approximately \$1,500.00. For the remainder of 2016 it is estimated that the total cost for sampling, analytical and paperwork will be approximately \$35,000 (an estimated 23 samples). For 2017, it is estimated that total cost for sampling, analytical and paperwork will be \$60,000. This cost is estimated based on an estimated 40 samples during the year and the estimate may increase or decrease depending on the number of samples collected.

All billing for this work will be on a time and material basis.

Any alteration or deviation from the above scope of services involving extra costs will become an extra charge over and above the total sum mentioned in the proposal. However, the Client will be notified of any conditions requiring an increase in the cost as soon as such becomes evident, and no additional costs will be incurred without prior written consent from the Client.

LIMITATIONS

The SOW outlined in this proposal is limited to providing the services necessary to certify uncontaminated soil for disposal at the Heartland Recycling facility on Mettle Road. No guarantee is made or implied that Heartland will accept the soil for disposal. DEI is not responsible for any cross-contamination that may occur to the soil once it is excavated and transported off of the site (i.e., by contaminated excavation equipment, contaminated trucks, etc.). The services outlined are limited to the collection of soil samples from select areas and to provide for their laboratory analysis and appropriate certification of being uncontaminated based upon these analysis results.

This contract shall be governed by DEI's General Terms and Conditions and modified by the City of Aurora (see **Attachment E**)

PAYMENT

Payment for the services rendered under this contract shall be governed by DEI's General Terms and Conditions (see **Attachment E**). Unit and labor costs are provided herein for year 2016 and may increase in subsequent years. All direct costs include an eight percent service charge.

AUTHORIZATION

Should this Scope of Services meet with your objectives, please indicate your authorization to proceed by signing below and returning one original copy to our office. Your signature will also constitute acceptance of the General Terms and Conditions which are attached, and are incorporated by reference. The parties agree that a facsimile transmission of the signed proposal constitutes an original and binding document.

It is our pleasure to provide this Scope of Work and Cost Estimate to you. Please feel free to contact me or Philippe should you have any questions.

Sincerely,
DEUHLER ENVIRONMENTAL, INC.



Carrie J. Carter
Project Manager

CJC/cc

cc: John Frerich, P.E., WEDA

attachments

Approved and Accepted by Client:

By: _____ (print)

_____ (signature)

Title: _____

Date: _____

Attachment A

Maximum Allowable Concentrations of Chemical Constituents In Uncontaminated Soil Used as Fill Material

**Summary of
Maximum Allowable Concentrations of Chemical Constituents
In Uncontaminated Soil Used as Fill Material
At Regulated Fill Operations
(35 Ill. Adm. Code 1100.Subpart F)**

| Chemical Name | Maximum Allowable Concentration ^a |
|--|--|
| Acenaphthene | 570 ^b mg/kg |
| Acetone | 25 ^b mg/kg |
| Alachlor | 0.04 ^b mg/kg |
| Aldicarb | 0.013 ^{b,1} mg/kg |
| Aldrin | 0.94 ^c mg/kg |
| Anthracene | 12,000 ^b mg/kg |
| Antimony | 5 ^{d,m} mg/kg |
| Arsenic: | |
| within a MSA county | 13.0 ^e mg/kg |
| within a non-MSA county | 11.3 ^e mg/kg |
| Atrazine | 0.066 ^b mg/kg |
| Barium | 1,500 ^{d,m} mg/kg |
| Benzene | 0.03 ^b mg/kg |
| Benzo(a)anthracene: | |
| within Chicago corporate limits | 1.1 ^f mg/kg |
| within a populated area in a MSA excluding Chicago | 1.8 ^f mg/kg |
| within a populated area in a non-MSA county or outside a populated area | 0.9 ^g mg/kg |
| Benzo(b)fluoranthene: | |
| within Chicago corporate limits | 1.5 ^f mg/kg |
| within a populated area in a MSA excluding Chicago | 2.1 ^f mg/kg |
| within a populated area in a non-MSA county or outside a populated area | 0.9 ^g mg/kg |
| Benzo(k)fluoranthene | 9 ^g mg/kg |

Revised: August 27, 2012

| Chemical Name | Maximum Allowable Concentration ^a |
|--|--|
| Benzoic Acid | 400 ^d mg/kg |
| Benzo(a)pyrene: | |
| within Chicago corporate limits | 1.3 ^f mg/kg |
| within a populated area in a MSA excluding Chicago | 2.1 ^f mg/kg |
| within a populated area in a non-MSA county | 0.98 ^f mg/kg |
| outside a populated area | 0.09 ^g mg/kg |
| Beryllium | 22 ^{d,m} mg/kg |
| Bis(2-chloroethyl)ether | 0.66 ^c mg/kg |
| Bis(2-ethylhexyl)phthalate | 46 ^g mg/kg |
| Boron | 40 ^{h,m} mg/kg |
| Bromodichloromethane (Dichlorobromomethane) | 0.6 ^b mg/kg |
| Bromoform | 0.8 ^b mg/kg |
| Butanol | 17 ^b mg/kg |
| Butyl benzyl phthalate | 930 ^l mg/kg |
| Cadmium | 5.2 ^{d,m} mg/kg |
| Calcium | --- |
| Carbazole | 0.6 ^b mg/kg |
| Carbofuran | 0.22 ^{b,i} mg/kg |
| Carbon disulfide | 9 ^g mg/kg |
| Carbon tetrachloride | 0.07 ^b mg/kg |
| Chlordane | 1.8 ^g mg/kg |
| Chloride | 4,000 ^{h,m} mg/kg |
| 4-Chloroaniline (<i>p</i> -Chloroaniline) | 0.7 ^b mg/kg |
| Chlorobenzene (Monochlorobenzene) | 1 ^b mg/kg |
| Chlorodibromomethane (Dibromochloromethane) | 0.4 ^b mg/kg |
| Chloroform | 0.3 ^g mg/kg |
| 2-Chlorophenol | 1.5 ^d mg/kg |
| Chromium, total | 21 ^{d,m} mg/kg |
| Chrysene | 88 ^g mg/kg |
| Cobalt | 20 ^{h,m} mg/kg |
| Copper | 2,900 ^g mg/kg |

| Chemical Name | Maximum Allowable Concentration ^a |
|---|--|
| Cyanide | 40 ^{d,m} mg/kg |
| 2,4-D | 1.5 ^b mg/kg |
| Dalapon | 0.85 ^b mg/kg |
| DDD | 3 ^g mg/kg |
| DDE | 2 ^g mg/kg |
| DDT | 2 ^g mg/kg |
| Dibenzo(<i>a,h</i>)anthracene: | |
| within Chicago corporate limits | 0.20 ^f mg/kg |
| within a populated area in a MSA excluding Chicago | 0.42 ^f mg/kg |
| within a populated area in a non-MSA county | 0.15 ^f mg/kg |
| outside a populated area | 0.09 ^g mg/kg |
| 1,2-Dibromo-3-chloropropane | 0.002 ^b mg/kg |
| 1,2-Dibromoethane (Ethylene dibromide) | 0.005 ^c mg/kg |
| Di- <i>n</i> -butyl phthalate | 2,300 ^l mg/kg |
| 1,2-Dichlorobenzene (<i>o</i> – Dichlorobenzene) | 17 ^b mg/kg |
| 1,4-Dichlorobenzene (<i>p</i> – Dichlorobenzene) | 2 ^b mg/kg |
| 3,3'-Dichlorobenzidine | 1.3 ^c mg/kg |
| 1,1-Dichloroethane | 23 ^b mg/kg |
| 1,2-Dichloroethane (Ethylene dichloride) | 0.02 ^b mg/kg |
| 1,1-Dichloroethylene | 0.06 ^b mg/kg |
| <i>cis</i> -1,2-Dichloroethylene | 0.4 ^b mg/kg |
| <i>trans</i> -1,2-Dichloroethylene | 0.7 ^b mg/kg |
| 2,4-Dichlorophenol | 0.48 ^d mg/kg |
| 1,2-Dichloropropane | 0.03 ^b mg/kg |
| 1,3-Dichloropropene (1,3-Dichloropropylene, <i>cis</i> + <i>trans</i>) | 0.005 ^c mg/kg |
| Dieldrin | 0.603 ^c mg/kg |
| Diethyl phthalate | 470 ^b mg/kg |
| 2,4-Dimethylphenol | 9 ^b mg/kg |
| 2,4-Dinitrophenol | 3.3 ^c mg/kg |
| 2,4-Dinitrotoluene | 0.25 ^c mg/kg |
| 2,6-Dinitrotoluene | 0.26 ^c mg/kg |

Revised: August 27, 2012

| Chemical Name | Maximum Allowable Concentration ^a |
|--|--|
| Dinoseb | 0.25 ^d mg/kg |
| Di- <i>n</i> -octyl phthalate | 1,600 ^e mg/kg |
| Endosulfan | 18 ^b mg/kg |
| Endothall | 0.4 ^{b,l} mg/kg |
| Endrin | 1 ^b mg/kg |
| Ethylbenzene | 13 ^b mg/kg |
| Fluoranthene | 3,100 ^e mg/kg |
| Fluorene | 560 ^b mg/kg |
| Fluoride | 80 ^{h,m} mg/kg |
| Heptachlor | 0.871 ^c mg/kg |
| Heptachlor epoxide | 1.005 ^c mg/kg |
| Hexachlorobenzene | 0.4 ^e mg/kg |
| <i>Alpha</i> -HCH (<i>alpha</i> -BHC) | 0.0074 ^c mg/kg |
| <i>Gamma</i> -HCH (Lindane) | 0.009 ^b mg/kg |
| Hexachlorocyclopentadiene | 1.1 ^e mg/kg |
| Hexachloroethane | 0.5 ^b mg/kg |
| Indeno(1,2,3- <i>c,d</i>)pyrene: | |
| within a populated area in a MSA excluding Chicago | 1.6 ^f mg/kg |
| within Chicago corporate limits or within a populated area in a non-MSA county or outside a populated area | 0.9 ^g mg/kg |
| Iron: | |
| within a MSA county | 15,900 ^{e,m} mg/kg |
| within a non-MSA county | 15,000 ^{e,m} mg/kg |
| Isophorone | 8 ^b mg/kg |
| Lead | 107 ^{d,m} mg/kg |
| Magnesium | 325,000 ^e mg/kg |
| Manganese: | |
| within a MSA county | 636 ^{e,m} mg/kg |
| within a non-MSA county | 630 ^{e,m} mg/kg |
| Mercury: | |
| elemental | 0.1 ^{g,n} mg/kg |

Revised: August 27, 2012

| Chemical Name | Maximum Allowable Concentration ^a |
|--|--|
| Mercury: | |
| ionic | 0.89 ^{d,m,n} mg/kg |
| Methoxychlor | 160 ^b mg/kg |
| Methyl bromide (Bromomethane) | 0.2 ^b mg/kg |
| Methyl tertiary-butyl ether | 0.32 ^b mg/kg |
| Methylene chloride (Dichloromethane) | 0.02 ^b mg/kg |
| 2-Methylphenol (<i>o</i> - Cresol) | 15 ^b mg/kg |
| Naphthalene | 1.8 ^g mg/kg |
| Nickel | 100 ^{d,m} mg/kg |
| Nitrate as N | 200 ^{b,m} mg/kg |
| Nitrobenzene | 0.26 ^c mg/kg |
| <i>N</i> -Nitrosodiphenylamine | 1 ^b mg/kg |
| <i>N</i> -Nitrosodi- <i>n</i> -propylamine | 0.0018 ^c mg/kg |
| Pentachlorophenol | 0.02 ^d mg/kg |
| Phenol | 100 ^b mg/kg |
| Phosphorus | ... ^j |
| Picloram | 2 ^b mg/kg |
| Polychlorinated biphenyls (PCBs) | 1 ^k mg/kg |
| Potassium | ... ^j |
| Pyrene | 2,300 ^g mg/kg |
| Selenium | 1.3 ^{d,m} mg/kg |
| Silver | 4.4 ^{d,m} mg/kg |
| Simazine | 0.04 ^b mg/kg |
| Sodium | ... ^j |
| Styrene | 4 ^b mg/kg |
| Sulfate | 8,000 ^{b,m} mg/kg |
| Tetrachloroethylene (Perchloroethylene) | 0.06 ^b mg/kg |
| Thallium | 2.6 ^{d,m} mg/kg |
| Toluene | 12 ^b mg/kg |
| Toxaphene | 0.6 ^g mg/kg |
| 2,4,5-TP (Silvex) | 11 ^d mg/kg |

| Chemical Name | Maximum Allowable Concentration ^a |
|------------------------|--|
| 1,2,4-Trichlorobenzene | 5 ^b mg/kg |
| 1,1,1-Trichloroethane | 2 ^b mg/kg |
| 1,1,2-Trichloroethane | 0.02 ^b mg/kg |
| Trichloroethylene | 0.06 ^b mg/kg |
| 2,4,5-Trichlorophenol | 26 ^d mg/kg |
| 2,4,6-Trichlorophenol | 0.66 ^c mg/kg |
| Vanadium | 550 ^e mg/kg |
| Vinyl acetate | 10 ^e mg/kg |
| Vinyl chloride | 0.01 ^b mg/kg |
| m-Xylene | 6.4 ^e mg/kg |
| o-Xylene | 6.5 ^e mg/kg |
| p-Xylene | 5.9 ^e mg/kg |
| Xylenes (total) | 5.6 ^e mg/kg |
| Zinc | 5,100 ^{d,m} mg/kg |

^a = Concentrations are the results after using methods described in 35 IAC 1100.Subpart F for determining the Maximum Allowable Concentrations of chemical constituents in uncontaminated soils used as fill material at regulated fill operations.

^b = Value is the TACO Class I Soil Component of the Groundwater Ingestion Exposure Route concentration (35 IAC 742.Appendix B, Tables A and B).

^c = Value is the TACO-defined Acceptable Detection Limit (ADL) for the chemical in soil.

^d = Value is the lowest TACO Class I concentration between column range 6.25 to 6.64 and column range 8.75 to 9.0 from the pH-Specific Soil Remediation Objectives table for Inorganic and Ionizing Organic Chemicals for the Soil Component of the Groundwater Ingestion Route (35 IAC 742.Appendix B, Table C). (See 35 IAC 1100.605(a)(2); 1100.605(a)(3)(A)).

^e = Value is the location-specific allowable concentration based upon TACO-defined background values for inorganic chemicals (35 IAC 742.Appendix A, Table G). The location of the fill site determines the allowable concentration. Two background locations are defined; one for counties that are designated as Metropolitan Statistical Areas (MSA) (see Board Note, 35 IAC 742.Appendix A, Table G), the other for counties designated as a non-MSA.

^f = Value is the location-specific allowable concentration based upon TACO-defined background values for polynuclear aromatic hydrocarbon chemicals (35 IAC 742.Appendix A, Table H). The location of the fill site determines the allowable concentration. Three background locations are defined; one for areas within the corporate limits of the City of Chicago, another for populated areas (defined at 35 IAC

Revised: August 27, 2012

742.200) in counties that are designated as Metropolitan Statistical Areas (MSA) (see Board Note, 35 IAC 742.Appendix A, Table G) excluding the City of Chicago, and the third for populated areas within non-MSA counties. No background concentrations have been defined for locations outside of populated areas; therefore, the maximum allowable concentrations in these locations are determined using 35 IAC 1100.Subpart F.

^g = Value is the lowest TACO Soil Remediation Objective by the ingestion or inhalation routes of exposure for the Residential and Construction Worker receptors (35 IAC 742.Appendix B, Tables A and B). When applicable, definitions for "MSA" and "populated area" are presented in 35 IAC 742.Appendix A, Table H and 35 IAC 742.200, respectively.

^h = Value is the TACO Class I Soil Component of the Groundwater Ingestion Exposure Route value multiplied by 20.

ⁱ = Soil saturation concentration (C_{sat}).

^j = This chemical is of no concern for soil ingestion and no data are available to assess other routes of exposure. There is no soil concentration limit established for this constituent.

^k = Value for PCBs is the highest allowable concentration requiring no controls based on USEPA TSCA (40 CFR 761) policy.

^l = SW-846 methods may not support analytical detection at the concentration specified. Modified or alternative methods may be required to achieve the lowest practical detection level possible.

^m = As an alternative to the subject maximum allowable concentration value, compliance verification may be determined by comparing soil sample extraction results (TCLP/SPLP) for this constituent to the respective TACO Class I Soil Component of the Groundwater Ingestion Exposure Route objective (35 Ill. Admin. Code 742.Appendix B, Table A). (See 35 IAC 1100.610(b)(1)(B); 1100.610(b)(3)(C)).

ⁿ = Elemental mercury is an inhalation hazard and is evaluated based upon the IRIS inhalation reference concentration for elemental mercury (CAS No. 7439-97-6). All other forms of mercury are evaluated using the IRIS oral reference dose for mercuric chloride (CAS No. 7487-94-7). The inhalation MAC only applies where elemental mercury is a contaminant of concern; the MAC for ionic mercury applies everywhere.

Attachment B

LPC-663

**Uncontaminated Soil Certification by Licensed Professional Engineer
or Licensed Professional Geologist for Use of Uncontaminated Soil
as Fill in a CCDD or Uncontaminated Soil Fill Operation**



Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

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

Project Name: _____ Office Phone Number, if available: _____

Physical Site Location (address, including number and street): _____

City: _____ State: _____ Zip Code: _____

County: _____ Township: _____

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: _____ Longitude: - _____
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: _____ BOL: _____ BOW: _____ BOA: _____

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: _____

Name: _____

Street Address: _____

Street Address: _____

PO Box: _____

PO Box: _____

City: _____ State: _____

City: _____ State: _____

Zip Code: _____ Phone: _____

Zip Code: _____ Phone: _____

Contact: _____

Contact: _____

Email, if available: _____

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: _____

Latitude: _____ Longitude: - _____

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located [35 Ill. Adm. Code 1100.610(a)]:

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, _____ (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Printed Name:

Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Date:

P.E. or L.P.G. Seal:

Attachment C

Non-Special Waste Profile and Certification Form

NON-SPECIAL WASTE PROFILE and CERTIFICATION

Select Landfill: Winnebago Landfill Rochelle Landfill

A) Generator Site Information:

Generator /Site Name _____
 Street _____
 City _____
 State _____ Zip _____
 Contact Name _____
 Phone _____
 Fax _____
 State ID# _____
 NAICS (SIC) Code _____

Landfill Account # _____
 Company Name (Invoice): _____
 Street _____
 City _____
 State _____ Zip _____
 Contact Name (Accounting)/ Email Address _____
 Project Manager Name /Email Address _____
 Phone _____
 Fax _____

Transporter/Hauler _____
 Transporter / Hauler IEPA # _____

B) Waste Description

- 1) Waste Name: _____
- 2) Process Generating Waste: _____
- 3) Is this waste a characteristic or listed hazardous waste as defined in CFR 40 Part 261? Yes No
- 4) Method of Shipment: Rolloff Tanker Str. Truck / Semi Other _____
- 4a) Container Type: _____
- 5) Frequency of shipment: One Time Monthly Annually Other:
- 5a) Estimated Volume: _____
- 6) Waste is: Industrial Process Waste Unused or Off-Spec Product
 Pollution Control Waste Other, please specify:
 UST or Spill Related Waste
- 7) Analysis attached Yes No Comment: _____
- 8) MSDS attached Yes No Comment: _____

C) Physical Data

- 1) Color: _____
- 2) Odor: None Mild Strong
- 3) # of Layers: _____ Liquid _____% Solids _____%
- 4) Free Liquids? Yes No
- 5) Flash Point: <100°F 100-139°F 140-200°F >200°F
- 6) pH: <2 2.1-3.9 4-10 10.1-12.5 > 12.5
- 7) Specific Gravity: <1 1-1 >1.6

D) Waste Composition

| | | | | | |
|--|---|--|---|--|---|
| | % | | % | | % |
| | % | | % | | % |
| | % | | % | | % |

E) Sample Information

N/A Date Collected: _____
 Sampled by: _____ Grab or Composite
 _____ (circle)

I hereby certify, to the best of my knowledge and belief, the sample collected and analyzed is representative of the waste to be managed. If a Material Safety Data Sheet (MSDS) is provided, I hereby certify, to the best of my knowledge and belief, that it is representative of the waste to be managed. _____ Initial

F) Non-Special Waste Certification

- | | | |
|--|-----|----|
| 1. Is the waste a hazardous waste as determined in accordance with 35 IAC 722.111? | YES | NO |
| 2. Is the waste a liquid waste as determined by SW-846 Method 9095 (Paint Filter test)? | YES | NO |
| 3. Does the waste contain Potentially Infectious Medical Waste (PIMW) as defined in Section 3.84 of the Act? | YES | NO |
| 4. Does the waste contain regulated asbestos-containing material (ACM) as defined in 40 CFR 61.141? | YES | NO |
| 5. Does the waste contain polychlorinated biphenyls (PCBs) as defined in 40 CFR 761? | YES | NO |
| 6. Is the waste generated by shredding recyclable materials? | YES | NO |
| 7. Is the waste a hazardous waste that has been treated to render it non-hazardous? | YES | NO |

G) Non-Hazardous Waste Certification

I hereby certify that the waste identified in this profile does not contain or has not come into contact with any hazardous waste listed in 40 CFR 261.30 – 261.33 and 35 Ill. Adm. Code 721.130 – 721.133 and is non-hazardous according to 40 CFR 261.1 – 261.20 and 35 Ill. Adm. Code 721.101 – 721.133.

I hereby agree to hold Winnebago Landfill Company harmless from any cost, damages or other liability resulting from the breach of this warranty. Generator's Initials _____

H) RCRA Pesticide/Herbicide Certification

I hereby certify that none of the following RCRA pesticides or herbicides listed below were used in the generation processes involved in the production of the waste identified in this profile and, to the best of my knowledge and belief, the waste does not contain hazardous concentrations of these substances.

Chlordane, Endrin, Heptachlor and its epoxide, Lindane, Methoxychlor, Toxaphene, 2,4-D and 2,4,5-TP Silvex Generator's Initials _____

I) PCB/Waste Solvents Certification

I hereby certify that no polychlorinated biphenyls (PCBs) or RCRA F-Listed waste solvents were used in the generation processes involved in the production of the waste identified above and, to the best of my knowledge and belief, the waste does not contain hazardous concentrations of these substances.

I hereby agree to hold Winnebago Landfill Company harmless from any cost, damages or other liability resulting from the breach of this warranty. Generator's Initials _____

J) Cyanide/Sulfide Certification

For wastes containing greater than 10 ppm reactive cyanide or reactive sulfide, I hereby certify that none of the following has occurred:

1. The waste has caused injury to a worker because of H₂S or HCN generation;
 2. The OSHA work place air concentration limits for H₂S or HCN have been exceeded in areas where the waste is generated, stored or otherwise handled; and
 3. Air concentrations of H₂S or HCN have been encountered above a few ppm in areas where the waste is generated, stored or otherwise handled.
- Generator's Initials _____

GENERATOR CERTIFICATION

I, _____ hereby certify that the above and attached documentation is complete and accurate to the best of my knowledge and ability. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the waste stream is, to the best of my knowledge, non-hazardous and as such does not contain any constituent that would cause the waste to be a listed or characteristic waste under RCRA.

Signature _____ Title _____ Date _____

Office Use Only:

| |
|-----------|
| Profile # |
|-----------|

Generator Mailing Information: (if differs from site)

| | |
|------------------------------|--|
| Generator Mail to Name: | |
| Generator Street: | |
| Generator City: | |
| Generator State/Zip | |
| Send Completed Manifests to: | |
| Email Address and Phone# | |

Attachment D

Generator Non-Special Waste Warranty Statement Form

GENERATOR NON-SPECIAL WASTE WARRANTY STATEMENT

Generator Name: _____

Site Address: _____

Waste Name: _____

Initial Both

1. _____ I hereby warrant that the subject waste identified above does not contain or has not come into contact with any hazardous waste listed in 40 CFR 261.30 - 261.33 and 35 IL Adm. Code 721.130 - 721.133 and is non-hazardous according to 40 CFR 261.1 - 261.20 and 35 IL Adm. Code 721.101 - 721.133. Furthermore, the waste identified above is not a mixture of a listed hazardous waste or residue derived from the treatment of a hazardous waste.

2. _____ I hereby specifically warrant that in lieu of analytical testing and therefore based upon my knowledge of the waste stream and manufacturing process, those parameters individually marked below (or when none are marked, all parameters) should not be present in the waste to be managed, and are not present in any concentrations greater than the regulatory limits individually referenced (in ppm).

| | | | |
|--------------------------|--------|---------------------------|----------------|
| ___ Arsenic, TCLP | <5.0 | ___ Hexachloroethane | <3.0 |
| ___ Barium, TCLP | <100.0 | ___ Nitrobenzene | <2.0 |
| ___ Cadmium, TCLP | <1.0 | ___ Pentachlorophenol | <100.0 |
| ___ Chromium, TCLP | <5.0 | ___ Pyridine | <5.0 |
| ___ Lead, TCLP | <5.0 | ___ 2,4,5-Trichlorophenol | <400.0 |
| ___ Mercury, TCLP | <0.20 | ___ 2,4,6-Trichlorophenol | <2.0 |
| ___ Selenium, TCLP | <1.0 | ___ Chlordane | <0.030 |
| ___ Silver, TCLP | <5.0 | ___ Endrin | <0.020 |
| ___ Benzene | <0.50 | ___ Heptachlor | <0.0080 |
| ___ Carbon Tetrachloride | <0.50 | ___ Heptachlor epoxide | <0.0080 |
| ___ Chlorobenzene | <100.0 | ___ Lindane | <0.40 |
| ___ Chloroform | <6.0 | ___ Methoxychlor | <10.0 |
| ___ 1,2-Dichloroethane | <0.50 | ___ Toxaphene | <0.50 |
| ___ 1,1-Dichloroethene | <0.70 | ___ 2,4-D | <10.0 |
| ___ Methyl Ethyl Ketone | <200.0 | ___ 2,4,5-TP | <1.0 |
| ___ Tetrachloroethene | <0.7 | ___ Reactive Cyanide | <10 |
| ___ Trichloroethene | <0.5 | ___ Reactive Sulfide | <10 |
| ___ Vinyl chloride | <0.2 | ___ Flash Point | >140 °F |
| ___ Cresol (o,m,p) | <200.0 | ___ Paint Filter | Pass |
| ___ 1,4-Dichlorobenzene | <7.50 | ___ pH | 2.0 < x < 12.5 |
| ___ 2,4-Dinitrotoluene | <0.130 | ___ Phenol | <1000.0 |
| ___ Hexachlorobenzene | <0.130 | ___ EOX | <1000.0 |
| ___ Hexachlorobutadiene | <0.50 | ___ PCBs | <5.0 |

I hereby certify that the information contained in this certification is entirely true and correct.

Authorized Representative Signature

Date

Authorized Representative Printed Name

Title

1/05

Attachment E

**Deuchler Environmental Inc.
General Terms and Conditions
(as modified by the City of Aurora)**

DEUCHLER ENVIRONMENTAL, INC.
GENERAL TERMS AND CONDITIONS
(REVISED February 22, 2012)

PROFESSIONAL RESPONSIBILITY. Deuchler Environmental, Inc. (DEI) is an environmental consulting firm, which shall perform services consistent with the skill and care ordinarily exercised by other professional consultants in the geographic location of the Project under similar circumstances at the time services are performed, subject to limitations established by CLIENT and agreed to in writing by DEI as to time or expense to be incurred or other limitations of this Agreement. In the performance of services Engineer shall have the right to rely on the accuracy of any information provided by CLIENT. No other representation, warranty or guaranty, expressed or implied, is included in or intended by DEI's services, proposals, agreements, or reports.

DEI may use the services of subconsultants when, in DEI's sole opinion, it is appropriate and customary to do so. Such subconsultants and entities include, but are not limited to, surveyors, drillers, contractors, specialized consultants, testing laboratories, and waste disposal facilities.

RELATIONSHIP OF PARTIES. Neither this Agreement, nor the services performed by DEI, shall be construed or interpreted as requiring DEI to assume the status of owner, operator, generator, person who arranges for disposal, transporter or storer, as those terms or any other similar terms are used in any federal, state or local statute, regulation, ordinance or order governing the treatment, handling, storage or disposal of any toxic or hazardous substance or waste.

BILLING AND PAYMENT. Invoices will be submitted either monthly or at Project completion, and shall be due and payable on receipt. Interest at the rate of one and one-half percent (1.5%) per month, but not exceeding the maximum rate allowable by law, shall be payable on any amounts that are due but unpaid more than thirty (30) days from receipt of invoice, payment to be applied first to accrued late payment charges and interest and then to the unpaid principal amount. In the event a payment is more than thirty (30) days late DEI may, at its option, withhold delivery of reports or any other data pending receipt of such payment for services rendered. *Handwritten: P.F.M., 45 days after*
~~In the event that the CLIENT fails to pay DEI for services rendered, CLIENT agrees to pay reasonable legal fees and other related costs or expenses incurred by DEI in collecting its compensation for those services from CLIENT.~~

DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the performance of the project or following the completion of the project, CLIENT and DEI may agree to submit a dispute or other matter arising out of or relating to this agreement or the work to nonbinding mediation. Such mediation, however, shall not be a condition precedent to the institution of legal or equitable proceedings by either party. Any mediation agreed to by the parties shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The mediator's fee, and any filing fees, shall be shared equally. The mediation shall be held in the city where the Project is located unless another location is mutually agreed upon. CLIENT and DEI 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 subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

INSURANCE and LIMITATION OF LIABILITY. DEI acknowledges that it carries, and shall maintain for the duration of the Project, insurance issued by a company or companies qualified to do business in Illinois in the usual and customary amounts for professional engineers for Professional Liability, Worker's Compensation, Employer's Liability, and Commercial Automobile Liability. Certificates for such insurance shall be delivered to CLIENT upon request. ~~In consideration of potential liabilities which may be disproportionate to the fees to be earned by DEI, CLIENT agrees to limit the liability of DEI, its officers, directors, shareholders, employees, agents, and representatives to CLIENT or third parties claiming through the CLIENT for all uninsured claims or legal proceedings of any type (including fees and costs) arising out of or relating to the performance of services under this Agreement (including but not limited to DEI's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$50,000 or the amount of DEI's fees.~~ *Handwritten: P.F.M.* Failure of CLIENT to give written notice to DEI of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by CLIENT. In no event shall DEI indemnify any other party for the consequences of that party's negligence, including failure to follow DEI's recommendations.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by CLIENT or DEI, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

INDEMNIFICATION. Subject to the limitation of liability above, each party agrees to indemnify and hold harmless the other from any claim, suit, liability, damage, injury, cost or expense, including reasonable attorneys fees, (hereafter collectively called "Loss") arising out of a) breach of this Agreement or b) willful misconduct or negligence in connection with the performance of this Agreement. In no event shall DEI indemnify any other party for the consequences of that party's negligence, including failure to follow DEI's recommendations.

In addition to and without limiting the generality of the foregoing, CLIENT agrees to indemnify DEI to the fullest extent permitted by law against any Loss (whether or not under CERCLA, RCRA or any other similar federal, state or local environmental regulation, order or ordinance) a) arising out of any actual or potential environmental contamination or pollution, including without limitation, any actual or threatened release of toxic or hazardous materials, unless such is the result of DEI's willful misconduct or professional negligence, b) arising out of any acts taken or alleged failure to act with respect to matters covered in the section titled CONTAMINATION REPORTING AND

DISPOSAL, or c) in excess of the liability limit set forth in the section titled LIMITATION OF LIABILITY above.

~~ATTORNEYS' FEES. In the event of any action by a party to enforce the terms hereof, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney fees and court costs. If DEI is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by DEI, CLIENT agrees to pay all costs and expenses incurred by DEI not reimbursed by others in responding to such order, including attorneys fees, staff time at current billing rates and reproduction expenses.~~ P-17

EXTENSION OF PROTECTION. CLIENT agrees to extend any and all liability limitations and indemnifications provided by CLIENT to DEI to these individuals and entities which DEI retains for performance of the services under this Agreement, including but not limited to DEI officers and employees and their heirs and assigns, as well as DEI's subconsultants or subcontractors, and their officers, employees, heirs and assigns. P-17

ACCESS TO SITE. CLIENT agrees to grant or arrange access to the Project Site as is deemed necessary by DEI to perform the work, whether or not the Project Site is owned by CLIENT. The cost of repairing any reasonably unavoidable damages is not part of the services or fee contemplated by this Agreement and shall be borne by CLIENT. Only authorized persons shall be allowed near the work area. DEI shall have the right to prevent unauthorized persons from entering the work area.

TIME OF PERFORMANCE. DEI makes no warranties regarding the time of completion of services and shall not be in default of performance under this Agreement where such performance is prevented, suspended or delayed by any cause beyond DEI's control. Neither party will hold the other responsible for damages for delays in performance caused by acts of God or other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such delays will extend completion dates commensurately.

CHANGED CONDITIONS. If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by DEI and which materially affect DEI's ability to perform or which would materially increase the costs of service performed by DEI, then DEI will notify CLIENT, and DEI and CLIENT shall renegotiate in good faith the terms of this Agreement. Alternatively, either party shall thereupon have the right to terminate the Agreement; provided, however, that upon any such termination, DEI shall be compensated for services rendered to the date of termination.

HAZARDOUS OR UNSAFE CONDITIONS. CLIENT shall immediately inform DEI when it becomes aware of any information regarding the type, quantity and location of any hazardous, toxic or dangerous materials or unsafe or unhealthy conditions known or suspected at all real property where services are to be performed ("the Project Site"). Fees shall be adjusted to compensate DEI if conditions require DEI to take emergency measures to protect the health and safety of its employees, and entities under contract with DEI to perform services.

SUBSURFACE OBSTRUCTIONS. CLIENT shall supply to DEI plans which designate the location of all subsurface structures, and shall locate and mark subsurface structures at the Project Site prior to DEI performing any subsurface investigation. CLIENT shall be responsible for any damages and shall indemnify DEI for all loss inadvertently caused by DEI to any structure not so designated, or by CLIENT's inaccurate identification of underground obstructions. CLIENT warrants the accuracy of any information so supplied and understands and agrees that DEI is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy.

CONTAMINATION REPORTING AND DISPOSAL. All contaminants existing on the Project Site belong to and will remain the property and responsibility of the site owner. CLIENT shall be solely responsible for notifying all appropriate federal, state, local or other governmental agencies of the existence of any hazardous, toxic or dangerous materials on or in the Project Site or discovered during performance of this Agreement. If requested by CLIENT, DEI may, at its option, agree to notify such agencies on behalf of CLIENT, as CLIENT's agent. CLIENT shall be solely responsible for arranging for and paying the costs to lawfully transport, store, treat, recycle, dispose of, or otherwise handle, hazardous or toxic substances or wastes and samples.

NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by DEI hereunder, for any purpose. CLIENT shall indemnify and hold DEI harmless against any liability (including attorneys fees and other costs and expenses) for any loss arising out of or relating to reliance by any third party on any work performed or reports issued hereunder.

DESIGNS AND DISCOVERIES; OWNERSHIP AND REUSE. All designs, ideas, discoveries, reports, drawings, inventions or improvements, or other documents utilized or developed by DEI hereunder shall be deemed property of DEI. CLIENT is granted a nonexclusive license to use such items for CLIENT's own purposes but is given no right in the form of ownership or other license to such items. Any documents furnished by DEI are not intended to be represented as suitable for reuse by CLIENT or others; any reuse without specific written approval and/or adaptation by DEI for the specific purpose intended will be at the reuser's sole risk and without liability or exposure to DEI and CLIENT releases DEI from all claims and causes of action arising from such uses. Any transfer of electronic data hereunder is solely for CLIENT's convenience "as is" without warranty as to contents, and is not a project deliverable unless specifically agreed to the contrary. DEI disclaims all warranties express or implied with regard to any electronic data provided hereunder, including any warranties of merchantability or fitness for a particular purpose.

RESPONSIBLE OF CHARGE. DEI shall not have control over or charge of and shall not be responsible for construction means, methods, techniques or procedures, or for safety precautions and programs in connection with the Work performed by any other person or contractor. DEI is not responsible for the Contractor's failure to carry out work in accordance with the Contract Documents or the Project schedule and shall not have control over or charge of acts or omissions of the Contractors, their agents or employees, or any other person performing portions of the Work. DEI shall have authority to recommend to the Client rejection of the Work which does not conform to the Contract Documents. Neither this authority nor a decision made in good faith either to exercise or not to exercise this authority shall give rise to a duty of responsibility of DEI to the Contractors, suppliers, agents, employees or other persons performing portions of the work.

AGREEMENT. Any provisions of this Agreement held in violation of any law shall be deemed stricken and all remaining provisions shall remain

binding on the parties. The obligations of the parties to indemnify and the limitations on liability set forth in this Agreement shall survive the expiration or termination of this Agreement. This Agreement, consisting of all documents attached hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral agreements with respect to the subject matter hereof. No amendment hereto will be binding unless reduced to writing and signed by authorized representatives of each party. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any action between the parties shall be filed in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois. Either CLIENT or DEI may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. CLIENT shall within ~~thirty (30)~~ calendar days of termination pay DEI for all services rendered and all costs incurred up to the date of termination, in accordance with the billing and payment provisions of this Agreement.

(Sixty-five (45))
PFM

PFM Philippe MOREAU
09-02-14