

**AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
2022-2023 SOIL MANAGEMENT AND CCDD SERVICES
AURORA, ILLINOIS**

This Agreement is made and entered into this ____ day of _____, 2022, by and between Deuchler, a Division of Fehr Graham, whose address is 230 Woodlawn Avenue, Aurora, IL, 60506, hereinafter called the “Engineer”, and the City of Aurora, Kane, DuPage, Kendall and Will Counties, Illinois, hereinafter called the “Owner”, and covers professional engineering services in connection with the improvement.

Witnesseth that, in consideration of these premises and of the mutual covenants herein set forth,

Now, therefore, the Owner and Engineer, in consideration of their mutual covenants, herein agree in respect to the performance of professional engineering services by the Engineer, and the payment for those services by the Owner, as set forth below.

SECTION 1 - PROJECT DESCRIPTION

- 1.1 The Owner proposes having the Engineer assist with the management and certification of soil from various construction projects. Engineer will assist on an as needed basis with the verification 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 a Clean Construction and Demolition Debris (CCDD) facility. Said scope of work shall be herein referred to as the “Project” and shall be at the direction of the Owner.

SECTION 2 - THE ENGINEER AGREES

- 2.1 To perform professional engineering services in connection with the Project as herein stated.
- 2.2 To serve as the Owner’s professional engineering representative in those phases of the Project to which this Agreement applies, and to give consultation and advice to the Owner during the performance of the services.
- 2.3 To provide professional engineering services in accordance with the attached Exhibit A – Work Approach for the Project on an as needed basis as directed by the Owner.
- 2.4 To procure and maintain at its sole cost, during the terms of this Agreement, and to require each subcontractor to provide and maintain, at its own cost and expense, the types of policies of insurance coverage in such amounts as are set forth below:
 - a. General Public Liability and Property Damage Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) each occurrence and two (2) million dollars (\$2,000,000) general aggregate.
 - a. Workmen's Compensation and Employer's Liability Insurance of not less than five (5) hundred thousand dollars (\$500,000).

- c. Automobile Liability Insurance with limits of liability of not less than one (1) million dollars (\$1,000,000) with respect to any personal injury, sickness, disease or death of one or more persons and with respect to damage or injury to or destruction of property in any occurrence, covering owned, non-owned and hired vehicles.
 - d. Professional Liability Insurance, limits of liability of not less than one (1) million dollars (\$1,000,000) per claim and two (2) million dollars (\$2,000,000) aggregate.
- 2.5 To endorse and name Owner and to require all subcontractors to endorse and name Owner as a primary, non-contributory additional insured on the above referenced insurance policies for this project. The Engineer also agrees to provide Owner with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day Notice to Owner of cancellation or non-renewal of coverage except for 10 days' notice for non-payment. The Certificate Holder address shall read: City of Aurora, ATTN: Risk Manager, 44 E. Downer Place, Aurora, IL 60507.
- 2.6 Engineer agrees to indemnify and save Owner harmless from and against any loss, damage, injury or liability including reasonable attorney's fees and costs to the extent arising from any willful or negligent acts of Engineer, its employees, agents, subcontractors and their employees and agents performed during the execution of the services provided for in this agreement. Engineer shall not be responsible for any loss, damage or liability arising from any acts by Owner, its agents, staff, consultants employed by others, or other third parties who are not employees of Engineer.
- 2.7 That all engineering services will be performed in accordance with all federal, state and local laws and the rules and regulations of the Illinois Environmental Protection Agency.
- 2.8 That all documents furnished by the Engineer pursuant to this Agreement will be endorsed by him and will show his professional seal when such is required by law.
- 2.9 The Engineer will perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION 3 - THE OWNER AGREES

- 3.1 With respect to the services to be performed or furnished by Engineer under this Agreement, Engineer shall act as Owner's representative and have complete authority to transmit instructions, receive information, interpret Owner's policies and decisions with respect to Engineer's services for the Project.

- 3.2 To designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for the Project, and authorize payment of Engineer's Services in accordance with the requirements of this Section.
- 3.3 To pay the Engineer for engineering work associated with the Project and those services described in Section 1.1 and Section 2.3, on a time and material basis with a not-to-exceed fee in the amount of **\$70,000.00** based on the Engineer's fee schedule in effect at that time. The not-to-exceed fee shall not be exceeded without expressed written authorization or approval by the City of Aurora. Said amount shall be divided as follows per the specified calendar year.
- 3.3.1 Calendar Year 2022: \$35,000.00
- 3.3.2 Calendar Year 2023: \$35,000.00
- 3.4 That those services beyond the scope, not included or beyond the amount of work listed in Section 2.3 for the Project, will be considered additional work. In the event there is a dispute whether something is considered to be additional work, the parties will engage in a good faith, collaborative process to arrive at a consensus as to how the work will be done, the details and costs of the work and whether it falls outside of the scope of the Work herein. No additional work will be done without the Owner's prior written approval. Compensation for additional work will be paid on a time and material basis in accordance with the Engineer's fee schedule in effect at that time. Nothing in this Section shall release Engineer of responsibilities for furnishing services, without extra cost to the Owner, when such services are necessary due to Engineer's error.
- 3.5 That payments due the Engineer for services rendered will be made in payments based upon actual work completed within the time frame set forth in Section 3.6.
- 3.6 To pay Engineer within 45 days after approval of the invoice by the City Council, and in accordance with the Illinois Prompt Payment Act.
- 3.7 In no event shall Engineer be required by Owner to indemnify any other party for the consequences of that party's negligence, including negligent failure to follow Engineer's recommendations.
- 3.8 Engineer's employees shall not be retained as expert witnesses except by separate written agreement.
- 3.9 Human Rights Act and Sexual Harassment Policy – The parties agree that this contract shall be carried out in full conformity with the Illinois Human Rights Act and that the Engineer has and shall maintain a Sexual Harassment Policy in conformity with Section 2-105(A)(4) of the Illinois Human Rights Act.

- 3.10 In consideration of potential liabilities which may be disproportionate to the fees to be earned by Engineer, Owner agrees to limit the liability of Engineer, its officers, directors, shareholders, employees, agents, and representatives to Owner or third parties claiming through the Owner 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 Engineer's breach of the Agreement, its professional negligence, errors and omissions and other acts) to the greater of \$100,000 or the amount of Engineer's fee for the services rendered for this Project. Failure of Owner to give written notice to Engineer of any claim of negligent act, error or omission within one (1) year of performance shall constitute a waiver of such claim by Owner. In no event shall Engineer indemnify any other party for that party's negligence, willful misconduct, or failure to follow Engineer's recommendations.
- 3.11 If Engineer is requested to respond to any mandatory orders for the production of documents or witnesses on Owner's behalf regarding work performed by Engineer, Owner agrees to pay all costs and expenses incurred by Engineer not reimbursed by others in responding to such order, including attorney's fees, staff time at current billing rates and reproduction expenses.
- 3.12 Owner agrees to extend any and all liability limitations and indemnifications provided by Owner to Engineer to those individuals and entities which Engineer retains for performance of the services under this Agreement, including but not limited to Engineer officers and employees and their heirs and assigns, as well as Engineer's subconsultants or subcontractors, and their officers, employees, heirs and assigns.
- 3.13 Owner agrees to grant or arrange access to the Project Site as is deemed necessary by Engineer to perform the work, whether or not the Project Site is owned by Owner. 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 Owner. Only authorized persons shall be allowed near the work area. Engineer shall have the right to prevent unauthorized persons from entering the work area.
- 3.14 Engineer 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 Engineer'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.
- 3.15 If, during the course of the performance of Services, conditions or circumstances develop or are discovered which were not contemplated by Engineer and which materially affect Engineer's ability to perform or which would materially increase the costs of service performed by Engineer, then Engineer will notify Owner, and Engineer and Owner 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, Engineer shall be compensated for services rendered to the date of

termination. Changes made to the project by Owner may extend delivery times or time of completion of services and may necessitate higher costs, and may be implemented only with written agreement of the parties.

- 3.16 Owner shall immediately inform Engineer 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 Engineer if conditions require Engineer to take emergency measures to protect the health and safety of its employees, and entities under contract with Engineer to perform services.
- 3.17 Owner shall supply to Engineer plans which designate the location of all subsurface structures, and shall locate and mark subsurface structures at the Project Site prior to Engineer performing any subsurface investigation. Owner shall be responsible for any damages and shall indemnify Engineer for all Loss caused by Engineer to any structure not so designated, or by Owner's inaccurate identification of underground obstructions. Owner warrants the accuracy of any information so supplied and understands and agrees that Engineer is entitled to and may rely on the accuracy of any and all information so supplied without independently verifying its accuracy.
- 3.18 All contaminants existing on the Project Site belong to and will remain the property and responsibility of the site owner. Owner 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 Owner, Engineer may, at its option, agree to notify such agencies on behalf of Owner, as Owner's agent. Owner 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.

SECTION 4 - IT IS MUTUALLY AGREED

- 4.1 During the progress of work under this Agreement, the Engineer shall continuously monitor its costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 3.3 above, the Engineer shall immediately notify the Owner.
- 4.2 That the Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the Owner shall have the right to void this Agreement without liability whatsoever.
- 4.3 That the Owner acknowledges that the Engineer is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee

of the Engineer, in the execution or performance of this Agreement shall be made against the Engineer and not against such director, officer or employee.

- 4.4 That the Owner and the Engineer each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Owner and the Engineer.
- 4.5 All Reports, Drawings, Specifications, other documents, including those in electronic form, prepared or furnished by the Engineer pursuant to this Agreement are Instruments of Service for use solely with respect to this Project. The Owner shall be considered the owner of the Instruments of Service and shall have the authority to use said instruments of service without restrictions, on this or any other project. In the event of any termination of the Engineer's services, the Engineer shall turn over and deliver to the Owner a copy of all Instruments of Service, including any information or documents in electronic format, AutoCad, or otherwise. In the event any such documents or Instruments of Service are incomplete, the same may be appropriately marked by the Engineer as Incomplete and Unreliable. Use of these documents for any reason is at the user's sole risk. A copy of all instruments of service shall be delivered to the Owner at such time as they are completed or at such time as the Contract is terminated.
- 4.6 The Engineer shall perform the function of Agent or Representative of the Owner, during the performance of the Project. The Engineer may be required to enter private properties and private premises to perform the work identified in the Project.
- 4.7 Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Engineer's opinion of probable total project costs and construction cost provided for the Project are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional Engineer familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Engineer.
- 4.8 This Agreement may be terminated by the Owner at any time. In the event of termination by Owner, Engineer shall be entitled to be paid for those services performed to the date of termination, and for actual costs related to close-out and terminating contracts with Engineer's consultants, contractors, and vendors provided the City first approved of the contract with the consultant, contractors and vendors.
- 4.9 There are no third-party beneficiaries of this Agreement entitled to rely on any work performed or reports prepared by Engineer hereunder, for any purpose. Owner shall

indemnify and hold Engineer harmless against any liability (including attorney's 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.

- 4.10 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any incidental, special, consequential, or punitive damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by Owner or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 4.11 Engineer 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. Engineer is not responsible for any Contractor's failure to carry out work in accordance with the Construction 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. Engineer shall have authority to recommend to the Owner rejection of the Work which does not conform to the Construction Documents. Neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of Engineer to the Contractors, suppliers, agents, employees or other persons performing portions of the work.
- 4.12 If any part or parts of the Agreement or these Terms and Conditions are determined to be in violation of any law, government decree, regulation, rule, or order of any kind, the same 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 the venue for any action between the parties shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois and the parties waive any claim of *forum non conveniens* relative to such venue. Either Owner or Engineer may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. Owner shall within thirty (30) calendar days of termination pay Engineer 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers, the date first above written.

Executed by the Owner:

City of Aurora
Kane, DuPage, Kendall & Will Counties

State of Illinois

ATTEST:

By _____
Title:

By _____
Title:

Executed by the Engineer:

Deuchler, a Division of Fehr Graham
230 Woodlawn Avenue
Aurora, IL 60506

By _____
Mick Gronewold, PE
Principal

EXHIBIT A – WORK APPROACH

BACKGROUND INFORMATION

As of July 30, 2010, all soil comingled with Clean Construction and Demolition Debris (CCDD) material must be certified as being uncontaminated 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 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 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*. In addition, an LPC-663 form signed by a professional engineer must be provided.

In the past, the City of Aurora worked almost exclusively with the Heartland Recycling Facility on Mettel Road for disposal of soil that meets the requirements of IAC Title 35, Subtitle J, Chapter I, Part 1100. However, with their facility nearing capacity is anticipated that their facility will not be used for future CCDD disposal on City of Aurora underground utility projects. In addition, new CCDD disposal requirements have been established by the Heartland Recycling Facility. These new requirements include AASHTO M-145 A-1, A-2, A-3, A-4, A-5, A-6, or A-7 soil classifications to achieve desired compaction at the facility. When projects fall within weather conditions (over 55 degrees with sun) in which compaction can be achieved at the CCDD facility, the City may request that the consultant pursue ASSHTO soil certification in addition to the before mentioned requirements in order to be accepted fill at Heartland Recycling.

Contractors working on City of Aurora projects have recently utilized the Fox Ridge Stone Company and CCDD Facility in Oswego and the Prairie Material Facility in Elburn for disposal when Heartland Recycling was not available or open. Ultimately, it will be up to the awarded contractor to take the documentation produced by this consultant to obtain approval for disposal at their desired CCDD facility. Depending on the location of the proposed project, the consultant may choose to work with the closest CCDD facility to determine the appropriate testing measures for the project corridor

Typically, 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); total arsenic; volatile organic compounds (VOCs); semi-volatile organic compounds (SVOCs) and pH. 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). If the pH is within the range of 6.0 to 9.0, the soil can be disposed of at a CCDD facility. Any soil exceeding these limits will be required to be disposed of at a landfill.

CCDD facilities typically do not accept co-mingled material from residential and 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. CCDD facilities may typically do not accept asphalt grindings or material mixed with grindings, but may accept broken asphalt, concrete that is not reinforced and stone. All loads are subject to inspection at the facility and the facility can reject any loads that they “*are not comfortable with or that do not contribute to the eventual usage of the site*”.

If residential soils do not meet pH requirements for CCDD disposal, then the material may need to be analyzed for: TCLP RCRA metals, TCLP VOCs, TCLP SVOCs, total phenols, paint filter and flashpoint. Soil from a residential location that is taken to the landfill must be profiled and certified by the generator as non-special waste. A non-special waste certification is defined as a waste that 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. Profiled residential and industrial/commercial soil can be co-mingled when taken to the landfill for disposal.

PROJECT ASSUMPTIONS

The following assumptions are used to be used for the work:

- 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 a CCDD 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.
- Engineer 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 the CCDD facility for any reason, the soil must be disposed of at a landfill.
- Standard turnaround time for laboratory analysis of soil samples is seven days.
- The parameter list described below is based on previous conversations with Heartland. If future changes to Heartland’s, another CCDD’s facility, or the IEPA’s procedures predicates changes to this parameter list, it will need to be modified accordingly.

- This proposal does not include costs for excavating or soil borings. It is assumed that material for this project will be collected from previously excavated material or during geotechnical borings.

TASKS

Task A: Reference Materials Review

Review the following materials for Potentially Impacted Properties (PIPs):

- Most recent Industrial Properties database mapping
- Any additional maps (such as historic aerial maps) to determine if the property is historically residential or commercial/industrial property.
- Illinois Emergency Management Agency (IEMA), U.S. Environmental Protection Agency (EPA) and Illinois EPA databases to determine if any properties can be considered PIPs.

Task B: CCDD Soil Sampling

1) For residential properties without PIPs:

- Collect sample(s) for pH. The number of samples will depend on the length of the project. For projects longer than approximately 1,000 feet, two or three pH samples may be required. Samples will be transported to a commercial laboratory for analysis.
- If soils meet pH requirements, complete Form CCDD LPC-662 and provide associated support documentation. Form will be signed and submitted by the Owner.

2) For commercial or industrial properties without PIPs:

- Sample for pH only, as described above.
- Document why additional sampling is not required.
- If soils meet pH requirements, complete Form CCDD LPC-663. Form will be signed by a professional engineer at Engineer and submitted by the Owner.

3) Any property with PIPs:

- Collect soil samples. If geotechnical borings are to be collected as part of the project, coordinate soil sampling to occur at the same time. If borings are not conducted as part of the project, Engineer will coordinate with a drilling contractor to collect the samples for laboratory analysis.
- Submit soil samples to a commercial laboratory to be analyzed for select parameters, as described below. This list may be modified based on previous investigations conducted near the property or if there are known environmental concerns. The list may also vary depending upon the requirements of the selected CCDD Facility. Engineer will work with the closest CCDD Facility to determine if additional or different analytical parameters will be required.
- Results will be compared to the maximum allowable concentrations (MAC) of chemical constituents standards (35 Ill. Adm. Code 1100.Subpart F) to verify the soil meets the requirements of clean soil.
- If soils meet the requirements, complete Form CCDD LPC-663 and provide associated support documentation. Form will be signed by a professional engineer at Engineer and submitted by the Owner.

4) Analyses to be Performed

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

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
- 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. Engineer will contact Owner prior to proceeding with the analysis of additional parameters.

5) AASHTO Soil Classification

For soils to be disposed of at Heartland Recycling Facility, under appropriate weather conditions, Engineer will provide the necessary soil characterization required to determine the AASHTO soil certification prior to acceptance by Heartland.

6) Soils not suitable for disposal as CCDD

- If soils have been analyzed, Engineer will assist in preparation of Waste Profile Sheet for disposal of soil at a landfill.
- If soils require additional sampling, Engineer will collect a sample for laboratory analysis of appropriate parameters and assist with waste profiling of the soil.

Task C: GIS Database Record Entry

Enter the above records into the City’s GIS database, at the Owner’s request.

DIRECT COSTS and ANTICIPATED LABOR

Direct costs for this project include commercial laboratory costs based on the analyte list above. Engineer will add a fifteen percent service charge to the direct costs, including commercial laboratory invoices. Direct costs may increase in subsequent years.

Labor for this project is estimated to include between 1.5 to 2.5 hours per sampling event and includes preparation of the samples and delivery to the laboratory for analysis, approximately 1.5 hours per site for analysis of the data and completion of the LPC-663 Form, and 1 hour for quality control and certification review per LPC-663 form to approximately total between 4.5 and 5.5 hours per event.

LIMITATIONS

This proposal is limited to providing the services necessary to certify uncontaminated soil for disposal at the Heartland Recycling facility on Mettel Road. No guarantee is made or implied that Heartland will accept the soil for disposal. Engineer is not responsible for any cross-contamination that may occur to the soil once it is excavated and transported off 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.