



CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

Meeting Date: January 19, 2021

Prepared By: Dennis Carr, P.E. – City Engineer

Agenda Item: Phase 2B Soil Boring, Geotechnical, and Environmental Services

Explanation:

When the Phase 2B project was given to Strand, the scope of services did not include soil boring work, geotechnical engineering, or the environmental engineering as the alignment was not set-in stone.

The city budgeted to hire an Engineering Firm to perform soil borings, geotechnical engineering services, and environmental services for the project. Staff requested proposals and due to the timing of this project, only one firm was able to perform the borings in the time frame needed. Borings in winter are very popular and the boring rigs are extremely busy. IMEG was unable to perform the work and get results before May of this year.

Staff's relationship with Millennia got this project bumped in their queue and they will be able to perform the work in a timely fashion for the city.

Fiscal Impact: The agreement with Millennia is for \$40,430 with a potential need to increase the contract to \$46,630. This amount was budgeted for in Account # 516-02-800-3100

Recommendation Summary: Staff requests approval of the professional services agreement with Millennia for an amount not to exceed \$46,630.

Action Requested: Approval of the agreement with Millennia Professional Services



MILLENNIA PROFESSIONAL SERVICES

11 Executive Drive, Suite 12 - Fairview Heights, Illinois 62208

January 5, 2021
Proposal No. 201223

Dennis Carr
City of Washington
107 Legion Road
Washington, Illinois 61571

**Subject: Proposal for Geotechnical Services
Farm Creek Pumping Station and Trunk Sewer Replacement
Washington, Illinois**

Dear Mr. Carr:

Introduction:

Millennia Professional Services, Ltd. (Millennia) is pleased to submit this proposal to the City of Washington to perform a geotechnical study for use in the design and construction of the proposed trunk sewer replacement and pump station in Washington, Illinois. Our understanding of the project is based on information provided by your office, along with our experience with similar projects and geologic settings.

Project Description:

The project consists of the replacement of approximately 11,000 linear feet of 42-inch diameter sanitary sewer that is proposed to be installed between the City's decommissioned Sanitary Treatment Plant (STP 1) and STP 2. The sewer will parallel the Toledo, Peoria, and Western Railroad line between the two plants, and maintain a distance of approximately 25 to 50 feet away from the existing railroad right-of-way. We understand the sewer will be constructed via open cut and horizontal directional augur methods. Portions of the proposed alignment may have limited access due to heavy vegetation, large grade changes and creek crossings.

The project will also include the design and construction of a new influent pumping station at STP 2. The pumping station will consist of a cast-in-place concrete structure with dimensions of about 36 feet by 36 feet, and a depth of approximately 36 feet deep.

Geotechnical Engineering Services:**Purpose**

The purpose of the geotechnical services will be to obtain information concerning subsurface conditions at the site to form conclusions and make engineering recommendations for the following geotechnical considerations:

- Engineering characteristics of the materials encountered at the boring locations;
- A general geologic reconnaissance of the site to observe for geotechnical conditions that might affect the design, construction, and performance of the structures;
- Excavation considerations for soil including trench side slope stability, and potential impact of the excavation on any nearby structures;
- Subgrade preparation considerations for the sewer, manholes, and any other structures;
- Bearing capacity, settlement and lateral earth pressure assessments for the manholes and pump station structures;
- Recommended modulus of subgrade reaction (k-value), if mat foundations may be appropriate;
- Recommendations for driven pile and drilled shaft foundations for structures that will be subjected to significant lateral loading, including allowable end bearing capacity and side resistance, suitable bearing depth, and settlement considerations, if appropriate.
- Recommended engineering parameters for entry in the LPILE program for use in assessing lateral deflections and lateral load capacities for deep foundation elements.
- A general assessment of regionally seismicity and liquefaction potential, including selected seismic design parameters based on International Building Code (IBC) guidelines.
- Pavement design parameters for asphalt and concrete pavements;
- General considerations for trenchless excavation construction;
- Groundwater considerations;
- The potential impact of shallow bedrock on the design and construction of the structures;
- Location and description of any deleterious materials encountered at the boring locations that could impact design or construction; and
- Identification of critical design or construction details.
- General review of plans and specifications from a geotechnical standpoint (hand written comments on plans and specifications).

Exploration

Millennia will complete the requested exploration program consisting of twelve (12) soil borings. One of the borings will be drilled to a depth of approximately 60-feet below the ground surface, five will be drilled to a depth of 30-feet, two will be drilled to a depth of 25-feet, two will be drilled to a depth of 20-feet, and two will be drilled to a depth of 15-feet. While not anticipated, if bedrock is encountered and the auger refuse to penetrate further, the boring will be terminated at the shallower depth.

Split-spoon and Shelby tube samples will be recovered at the boring location, as appropriate. Samples will be attempted at intervals of 2.5 to 5.0 feet. Hand penetrometer measurements will be taken on each cohesive sample in the field, and observations for the presence of groundwater will be documented for the boring location.

Laboratory Testing

A program of laboratory testing will be performed on the samples collected at the site. Laboratory tests will include visual classification, natural moisture content, dry unit weight, and if appropriate, sieve analysis, unconfined compressive strength and Atterberg limits.

Assumptions and Clarifications

In preparing the scope of work for this proposal, Millennia has made the following assumptions and clarifications:

1. The Millennia drilling subcontractor will contact J.U.L.I.E. for utility clearance at the boring locations. Private utilities, such as underground sprinkler systems or buried electric lines serving roadway or parking lot lights, must be marked by the property owners. Millennia will adjust the boring locations as appropriate, but we are not responsible for utilities that are uncharted or mislocated.
2. Millennia's surveyors will survey the staked boring locations.
3. We have assumed that no railroad insurance or permits will be required since the drilling will not be within the railroad right-of-way.
4. We understand that the boring locations can be accessible with an ATV-mounted drill rig with no need to clear trees, fences, temporary culverts, road building, or other obstructions. We assume that the City will provide the necessary site clearing and access to the proposed boring locations. If clearing is required by Millennia to access the borings at the desired locations, then additional scope and fees will apply. The additional clearing work would not be performed without the approval of the City.
5. The City will provide property owner permissions of any property owners along the proposed alignment.
6. The borings will be backfilled with drill cuttings upon completion, with any excess materials mounded up over the hole. Settlement of the backfill during the weeks following drilling is possible, which could result in a depression at the ground surface. Borings drilled through existing pavement will be backfilled with cuttings, and patched with either concrete or an asphalt patch.
7. Millennia will take reasonable precautions to minimize damage to lawns and landscape areas; however, we have not included budget to restore the site to original condition.
8. The drilling crews are not union affiliated.
9. Millennia will subcontract the environmental testing and engineering portion of the scope.

Environmental Engineering Services:

The City has requested Environmental Engineering Services as part of the project and the scope is detailed in the attached proposal for environmental services. Millennia intends to subcontract the Environmental scope to a qualified firm.

Fees:

Millennia's work will be performed on a lump sum basis. Based on our understanding of the project and the requested scope of work, and assuming no unusual subsurface conditions or other circumstances are encountered, we propose to perform the work for the following estimated fees:

Geotechnical Services \$ 31,630

Environmental Testing Services (as outlined in attached Environmental Engineering proposal):

- PIP (recon, evaluation, report) and field screening (3 days), mobilization, demobilization: \$ 8,800.00

Total for all services: **\$ 40,430.00**

Additional Environmental Services (if needed during the course of the study):

- Three samples for CCDD analyses and paperwork: \$ 3,600.00
- Up to two additional samples for CCDD and paperwork: \$ 2,600.00

Schedule of Work:

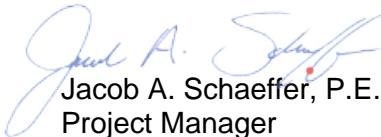
Millennia anticipates that field work can begin within two weeks of authorization to proceed, depending on drill rig availability and weather conditions. We anticipate that drilling and sampling will require eight days to complete. The geotechnical report of our findings for each phase will be issued within four weeks after the completion of the field work.

Closing:

We will perform only those services outlined herein. The City of Washington and Millennia may subsequently agree in writing to provide additional services under this agreement for additional compensation. If this proposal is acceptable to you, please sign in the space provided and return one copy to us. We appreciate this opportunity to be of service to you and would be pleased to discuss any aspect of this report with you at your convenience.

Sincerely,

Millennia Professional Services


Jacob A. Schaeffer, P.E.
Project Manager

Attachments: Environmental Engineering Proposal (by Terracon)
Terms and Conditions

Millennia Professional Services of Illinois, Ltd. Terms & Conditions

I. ACCEPTANCE The terms and conditions outlined below and the scope of services defined in the above proposal are accepted and Millennia Professional Services of Illinois, Ltd., is hereby authorized to proceed with the work:

Accepted By:

Submitted By:

CLIENT: _____

Millennia Professional Services of Illinois, Ltd.

By: _____

By:  _____

Title: _____

Jacob A. Schaeffer
Title: Project Manager

Date: _____

Date: January 5, 2021 _____

The following terms and conditions append a scope of services letter or proposal dated January 5, 2021; Proposal No. 201223 and complete the agreement between City of Washington, Illinois (herein after CLIENT) and Millennia Professional Services of Illinois, Ltd., (herein after MPS). The terms and conditions are presented alphabetically by section title. Your attention is directed specifically to the terms related to INDEMNIFICATION, LIMITATION OF LIABILITY, and INTEGRATION. Directing your attention to those terms in no way diminishes the enforceability or importance of the remaining terms.

II. ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written consent of the other party.

III. ATTORNEY'S FEES In the event of any 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.

IV. BILLING AND PAYMENT **Billing** - Invoices shall be submitted by MPS on a monthly basis or at the completion of the work and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. **Interest** - If payment is not received by MPS within thirty (30) calendar days of the invoice date, the CLIENT shall pay as interest an additional charge of one-and-one-half (1.5) percent or the maximum allowable by law, whichever is lower of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. **Collection Costs** - In the event legal action is necessary to enforce the payment provisions of this Agreement, the MPS shall be entitled to collect from the CLIENT any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by MPS in connection therewith and, in addition, the reasonable value of MPS's time and expenses spent in connection with such collection action, computed at MPS's prevailing fee schedule and expense policies. **Suspension of Services** - If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement; MPS may suspend performance of services upon five (5) calendar days' notice to the CLIENT. MPS shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by the CLIENT. **Termination of Services** - If the CLIENT fails to make payment to MPS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by MPS. **Set-Offs, Backcharges, Discounts** - Payment of invoices is in no case subject to unilateral discounting or set-offs by the CLIENT, and payment is due regardless of suspension or termination of this Agreement by either party. If payment is not received by MPS in accordance with these terms, a mechanic's lien will be placed on the property.

V. CERTIFICATE OF MERIT The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against MPS unless the CLIENT has first provided MPS with a written certification executed by an independent design professional currently practicing in the same discipline as MPS and licensed in the State of

Missouri or Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of MPS performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to MPS not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

VI. CONFIDENTIALITY MPS agrees to keep confidential and not to disclose to any person or entity, other than MPS's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by MPS or furnished to MPS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict MPS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for MPS to defend himself or herself from any suit or claim. The CLIENT agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MPS pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MPS.

VII. 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 the CLIENT or MPS, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

VIII. CORPORATE PROTECTION It is intended by the parties to this Agreement that MPS's services in connection with the project shall not subject MPS's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MPS and not against any of MPS's employees, officers or directors.

IX. GOVERNING LAW The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

X. HAZARDOUS MATERIALS It is acknowledged by both parties that MPS's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event MPS or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of MPS's services, MPS may, at our option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

XI. INDEMNIFICATION MPS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by MPS's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MPS is legally liable. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MPS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. MPS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT's own negligence.

XII. INSTRUMENTS OF SERVICE - OWNERSHIP All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by MPS as instruments of service shall remain the property of MPS. MPS shall retain all common law, statutory and other reserved rights, including the copyright thereto.

XIII. INSURANCE During the term of this Agreement, MPS agrees to provide evidence of insurance coverage when requested by CLIENT. In addition, MPS agrees to attempt to maintain continuous professional liability coverage for the period of design and construction this project, and for a period of one (1) year following substantial completion, if such coverage is reasonably available at commercially affordable premiums. For the purposes of this Agreement, “reasonably available” and “commercially affordable” shall mean that more than half the design professions practicing in this state in this discipline are able to obtain such coverage. MPS maintains the following insurance coverage: Commercial General Liability Insurance, with limits of \$1,000,000 per claim and \$1,000,000 aggregate; Worker’s Compensation Insurance, as required by statute, including Employer’s Liability; Automobile Liability Insurance, for scheduled autos, with limits of \$1,000,000 per occurrence, combined single limits; and Professional Liability Practice Policy, with limits of \$1,000,000 per claim and \$1,000,000 aggregate.

XIV. INTEGRATION This Agreement comprises the final and complete agreement between the CLIENT and MPS for the scope of services set out in the proposal. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the CLIENT and MPS.

XV. INTERPRETATION Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by MPS’s sole or gross negligence or MPS’s willful misconduct. “Parties” means that CLIENT and MPS, and their officers, partners, employees, agents and subconsultants. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join MPS as a third-party defendant.

XVI. JOB SITE SAFETY Neither the professional activities of MPS, nor the presence of MPS or our employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. MPS’s personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT’s agreement with the General Contractor. The CLIENT also agrees that the CLIENT, MPS and MPS’s consultants shall be indemnified and shall be made additional insureds under the General Contractor’s general liability insurance policy.

XVII. LIMITATION OF LIABILITY In recognition of the relative risks and benefits of the project to both the CLIENT and MPS, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of MPS and our consultants to the CLIENT and to all construction contractors and subcontractors on the project of any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of MPS and our subconsultants to all those named shall not exceed MPS’s total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

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

XIX. NOTICES Any notice given hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or if transmitted by facsimile to the facsimile number contained in this Agreement or listed below. Notices shall also be deemed served one (1) business day after transmittal by registered, certified, express, or regular mail or courier service to the business address identified in this Agreement.

XX. RIGHT OF ENTRY The CLIENT shall provide for MPS's right to enter the property owned by the CLIENT and/or others in order for MPS to fulfill the Scope of Services included hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MPS and our subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

XXI. SAMPLES All samples of soil and rock, which remain after testing, will be disposed of 60 days after submission of our report unless otherwise directed by the CLIENT. MPS is not, and has no authority to act as, a handler, generator, operator, treater, store(r), transporter or disposer of hazardous substances, pollutants or contaminants found or generated at the job site. MPS shall have no responsibility for the storage, treatment, transportation or disposal of contaminated or potentially contaminated materials of any kind whether or not directly or indirectly generated from MPS's performance of the services hereunder. CLIENT shall be responsible for the proper disposal of any such waste materials and warrants and guarantees that title to such material originating at or removed from the site by MPS will remain in and with the owner of the site.

XXII. SEVERABILITY AND SURVIVAL Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and MPS shall survive the completion of the services hereunder and the termination of this Agreement.

XXIII. STANDARD OF CARE Services provided by MPS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other representations to CLIENT, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

XXIV. TIME BAR TO LEGAL ACTION All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after one (1) year has passed from the date of issuance of the report, unless MPS's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

XXV. TERMINATION Either the CLIENT or MPS may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. The CLIENT shall within thirty (30) calendar days of termination pay MPS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XXVI. THIRD PARTY BENEFICIARIES Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or MPS. MPS's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claim against MPS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

December 30, 2020



Millennia Professional Services
11 Executive Drive, Suite 12
Fairview Heights, Illinois 62208

Attn: Jacob A. Schaeffer, PE
(314) 531 3981 (Direct)
(314) 560 9154 (Mobile)
jschaeffer@millennia.pro

Re: Proposal for Clean Construction or Demolition Debris (CCDD) Services
Farm Creek Trunk Sewer
Washington, Illinois
Terracon Proposal No. P15207315

Dear Jake:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit our proposal to provide CCDD Services for the above-referenced project.

1.0 PROJECT INFORMATION

Information concerning the proposed project was provided in email by Millennia on December 28, 2020. The City of Washington is proposing a new sanitary sewer trunk line connecting its two wastewater treatment plants located south of town. The proposed trunk line runs south of and parallel to an existing railroad grade. The proposed trunk line crosses the existing railroad grade at three locations. Millennia is proposing geotechnical design services for the project and requested proposals from Terracon for contract drilling (provided under separate cover) and these CCDD services. Twelve soil borings, with depths ranging from 15 to 60 feet below ground surface (bgs), were specified by Millennia.

Because the services described in this proposal include testing and evaluation of soil samples collected during the geotechnical exploration, this proposal is only valid if authorized concurrently with the contract drilling proposal.

2.0 COMMITMENT TO SAFETY

Terracon is committed to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free®* safety culture, Terracon will develop a safety plan for use by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United

Terracon Consultants, Inc. 11600 Lilburn Park Road St. Louis, Missouri 63146
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Proposal for CCDD Services

Farm Creek Trunk Sewer ■ Washington, Illinois

December 30, 2020 ■ Terracon Proposal No. P15207315

States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

Millennia shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for our employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Millennia's contractors, subcontractors, or other parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Millennia agrees it will respond quickly to all requests for information made by Terracon related to our pre-task planning and risk assessment processes. Millennia acknowledges its responsibility for notifying Terracon of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

3.0 SCOPE OF SERVICES

3.1 Scope Requested by Owner

Millennia provided the following scope of services, provided by the owner.

Environmental Engineering Services are needed for the completion and signing of Form LPC 662 Source Site Certification or Form LPC 663 Uncontaminated Soil Certification. The signed form will be required to allow disposal of Clean Construction or Demolition Debris (CCDD) at a regulated Uncontaminated Soil Fill Operation or a CCDD Fill Operation.

- 1. Provide site reconnaissance of the project as needed and report to Owner on current or past land uses on or adjacent to the project that may be considered recognized environmental conditions. Provide an assessment as to whether the site is a potentially impacted property (PIP).*
- 2. Provide pH readings of soil samples recorded on the soil boring logs.*
- 3. If the information collected in item Nos. 1 and No. 2 indicate the site is not a PIP, sign Form LPC 662. Identify a minimum of three regulated CCDD Fill Operations located nearest the project that will accept the completed LPC 662 form accompanied by the information collected in item Nos. 1 and No. 2. Provide the names and locations of identified facilities, comments on*

Proposal for CCDD Services

Farm Creek Trunk Sewer ■ Washington, Illinois

December 30, 2020 ■ Terracon Proposal No. P15207315

previous experience with the facilities, and summarize each facility's specific acceptance criteria. Obtain documentation from the identified facilities that they will accept the material.

Additional Services if Authorized

In the event the results of item No. 1 indicate the site may be a PIP, obtain authorization in writing from Owner to proceed with the following additional Services. The proposal shall identify the scope and fee for these additional services based on up to two boring locations showing potential to be a PIP.

The additional PIP environmental services shall include the following items:

- 1. Perform a thorough investigation and characterization designed to result in completion of Form LPC 663 if materials meet the criteria. Provide an assessment of the project site including current or past land uses on or adjacent to the project that may be considered recognized environmental conditions.*
- 2. Provide a recommended scope for the characterization of the project soils as uncontaminated. Specify the proposed sampling locations, the number of samples that will be collected and analyzed or field screened, and the laboratory analyses and/or field screening services proposed for characterization and completion of Form LPC 663. Provide unit prices for all field and laboratory testing proposed.*
- 3. Provide a brief environmental engineering report documenting the reconnaissance, sampling, and analyses. The report shall include documentation that the LPC 663 form is appropriate for the entire project area or shall define the area of the project identified as uncontaminated and for which the LPC 663 form is appropriate. Include a signed Form LPC 663 in the report.*
- 4. Include recommendations in the report for reuse or disposal of the materials and any additional testing necessary for these options if results indicate that some or all the excess materials do not meet 35IAC742 Tier 1 values.*

Identify a minimum of three regulated CCDD Fill Operations located nearest to the project that will accept the completed LPC 663 form accompanied by the information collected in Item Nos. 4 through 6. Provide the names and locations of identified facilities, provide comments on previous experience with the facilities, and summarize each facility's specific acceptance criteria. Obtain documentation from the identified facilities that they will accept the material.

3.2 PIP Evaluation

Terracon will provide an environmental professional concurrent with the geotechnical evaluation to conduct a site reconnaissance of the project area and collect samples from the geotechnical borings. Soil samples will be field screened with a photoionization detector (PID) to aid in identification of the

Proposal for CCDD Services

Farm Creek Trunk Sewer ■ Washington, Illinois

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relative presence/absence of volatile organic vapors (VOVs). Up to five discrete samples will be selected and placed on hold at an analytical laboratory based on either the highest PID readings or visual indications of potential impact. In the event PID readings and visual indications of impact are not encountered, representative discrete samples will be collected in areas deemed most likely to be contaminated as judged by Terracon staff.

Using a third-party provider, Terracon will order an environmental database summary report, historical aerial photographs, and topographic maps for the site and immediately adjacent properties. The site reconnaissance and third-party information will be utilized to evaluate if the site is a potentially impacted property (PIP). Terracon will discuss the PIP evaluation results with Millennia within five business days from completion of the field reconnaissance. If the site is determined not to be a PIP, Terracon will authorize the laboratory to analyze the soil samples for pH.

A brief letter report will be provided to Millennia within five business days of receipt of laboratory results. If appropriate, a copy of the LPC-662 form will be provided for signature by the owner. Based on the LPC-662 form as an owner certification, Terracon cannot sign the form on behalf of the owner.

A map of regulated CCDD Fill Operations is maintained by the Illinois Environmental Protection Agency (IEPA) at <https://geoservices.epa.illinois.gov/illinoisepaccddusfosites/>. Terracon does not have specific previous experience with the facilities, since disposal arrangements are typically made during the construction phase of projects by the contractor. Our letter report will recommend the selected contractor for the project identify the CCDD facility to be used and make the proper arrangements for disposal.

3.3 Additional Services

If the project site (or portions thereof) is determined to be a PIP, Terracon will advise Millennia within five business days of completion of the field reconnaissance. A proposed volume of soil haul-off for the project was not provided to Terracon. Terracon will authorize laboratory analysis of up to five previously collected sample(s) for Target Compound List parameters outlined in Title 35 of the Illinois Administrative Code (35 IAC) Part 740 Appendix A (minus aluminum), toxicity characteristic leaching procedure (TCLP) iron, and pH. Terracon will compare the analytical results to IEPA Tier 1 soil remediation objectives outlined in 35 IAC Part 742 (TACO) and the Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil (MACs) outlined in 35 IAC 1100.605.

Terracon will prepare a brief environmental letter report and, if appropriate, a completed LPC-663 form within approximately ten business days of receipt of laboratory results. Our letter report will recommend the selected contractor for the project identify the CCDD facility to be used and make the proper arrangements for disposal.

If exceedances of the CCDD criteria are identified, Terracon will contact Millennia to discuss soil handling options.

Proposal for CCDD Services

Farm Creek Trunk Sewer ■ Washington, Illinois

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3.4 Standard of Care

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations. Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic substances, petroleum products, or other latent conditions beyond those identified during these services. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services; the data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

3.5 Reliance

Our report will be prepared for your exclusive use and reliance. Reliance by any other party is prohibited without our mutual written authorization. If you are currently aware of additional parties that will require reliance on the report, the names, addresses, and relationship of these parties should be provided for our approval before authorization to proceed. Terracon will grant reliance on our report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). In the future and with your prior consent, we may grant reliance to additional third parties. Each additional party will be required to execute a Terracon Reliance Agreement and may be required to submit a reliance fee. Reliance on the report by you and all other authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated therein), the Reliance Agreement(s), and our report.

4.0 COMPENSATION

Terracon proposes to complete the scope of services presented in Section 3.0 in accordance with the following unit rates.

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<u>Description</u>	<u>Rate</u>
PIP (recon, evaluation, report) and field screening (3 days), mobilization/demobilization	\$8,800
Three samples for CCDD analyses and associated paperwork	\$3,600
Up to two additional samples for CCDD and associated paperwork	\$2,600

Should conditions arise that require significant changes or increase in the scope of work, we will contact you and proceed further only with your approval. Requested work performed beyond the scope of this proposal will be charged at rates to be negotiated.

5.0 AUTHORIZATION

These services can be approved by signing and returning the Agreement for Services attached with our proposal for contract drilling and by noting on the Agreement that the environmental services are also authorized. Once authorized, the entirety of this proposal is incorporated into the Agreement. This proposal is valid for 90 days from the date of this proposal. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

If you should have any questions or comments regarding this proposal, please contact either of the undersigned.

Sincerely,

Terracon Consultants, Inc.

Karen Rieken, PE
Site Investigation Manager

Brian Porter, PE
Principal/Office Manager