



Sent via email to khoda@orlandpark.org

September 5, 2025

S. Khurshid Hoda, CPP
Director, Engineering Department
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Ph. 708.403.6128

**SUBJECT: Proposal for Engineering Services
17101, 17151, and 17171 S. Wolf Road, Orland Park, Cook County, IL**

Dear Mr. Hoda:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering and environmental services for the construction of stormwater improvements at the subject site. The proposal is based upon your request for proposal, our knowledge of the project, and our experience on similar projects.

Project Understanding

The Village seeks to develop a comprehensive plan for three properties, 17101, 17151, and 17171 S. Wolf Road in Orland Park. These addresses consist of four parcels (27-29-300-034-0000, 27-29-300-035-0000, 27-29-300-051-0000 and 27-29-300-052-0000) totaling approximately 10.50 acres. The Village intends to convert the properties into a functional, sustainable, and community-beneficial green space. The overarching goal for the combined sites is to convert them into native stormwater storage that provides ecological and aesthetic benefits while potentially generating revenue through the sale of stormwater or wetland mitigation credits.

The properties are entirely within the regulatory floodway, limiting the feasibility of constructing a detention basin. The project's goal is to create a native stormwater basin that provides ecological and aesthetic benefits and potential revenue through mitigation credits. Given floodway constraints, generating wetland mitigation credits or pursuing grant funding through MWRD or the Illinois EPA may be more practical approaches for project implementation and funding.

The Village has requested that the solution address all three properties collectively, with consideration for phasing and implementation in alignment with the current project schedule. While construction is anticipated in 2026, this timeline provides additional opportunity for thorough design development, permitting, and coordination with regulatory agencies.

Key elements of the project include:

- **Demolition** of the existing structure at 17171 Wolf Road in 2025, with associated cost estimating included in the scope.
- **Environmental Assessments**, including a new Phase I Environmental Study for 17171 Wolf Road and an update of the existing Phase I Environmental Report for 17101 Wolf Road.
- **Concept Development**, allowing ERA to present innovative design ideas that maximize ecological and

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stormwater benefits and provides visual detail sufficient for Village review.

- **Grant Support**, with identification potential grant opportunities.
- **Cost Estimating**, covering both demolition and construction phases, to support Village planning and budgeting.
- **Final Plans and Permitting**, including preparation of construction documents, coordination with regulatory agencies, and securing permits prior to construction.

Through this effort, the Village intends to realize a resilient, nature-based solution that integrates stormwater management, native landscapes, and long-term community value. The combined approach for the three properties will ensure efficiency, consistency, and alignment with the Village's vision for sustainable land use.

Scope of Services

ERA will provide engineering services in accordance with the following work plan.

- 1. Meetings and Coordination** – We will collaborate closely with staff and other stakeholders to maintain communication throughout the duration of the project including obtaining information, providing progress updates, and discussing relevant issues. This task includes preparation of meeting agendas and preparation of minutes following the meeting. The following meetings are anticipated:
 - a. **Monthly Teams Update Meetings** – ERA will setup a reoccurring update meeting via Teams.
 - b. **Coordination Meetings** – ERA will schedule and attend a coordination meeting with Village staff to discuss the design project. It is anticipated that three coordination meetings will occur after the Village's review of the conceptual, 60%, 90% plans.
- 2. Data Acquisition/Review** – We will acquire and review relevant background data from various sources including but not limited to the following items:
 - Aerial photography
 - Contour Information
 - Utility maps for water, sewer, street lighting, and traffic signals
 - Village standard contract documents
 - Village design details
 - Historical engineering plans
 - Relevant GIS files
 - Other relevant background data as available
- 3. Topographic Survey** – ERA will complete a detailed topographic survey of the 27-29-300-034 and 27-29-300-051 parcels. The 27-29-300-035-0000 and 27-29-300-051 parcels appear to be entirely wetland; it is not recommended to grade these parcels as that would create impacts to wetlands. Additionally, the area of parcel 27-29-300-034 east of Marley creek is already a detention basin. Therefore, surveys of these 27-29-300-034 and 27-29-300-051 parcels and the area east of the Creek are excluded. It is not anticipated that a Boundary Survey, Plats of Easement or property/easement acquisition will be required and are therefore excluded.
- 4. Utility Coordination** – ERA will perform a design JULIE to acquire contacts from utility companies (telephone, gas, electric, cable). ERA will coordinate with the contacts to verify utility locations and depths. If the project disturbs utilities, ERA will coordinate with the utility companies to determine their scope of work and preliminary construction schedule to relocate their facilities. It is anticipated that plans at each design phase will be sent to utility companies for their review and comment.
- 5. Wetland Delineation** – ERA will delineate wetlands on the site in accordance with the current USACE wetland

delineation manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0). Wetlands will be staked by pin flag and/or marking tape labeled "wetland." Wetland flags will be located using a GPS data collector +/- 0.5-meter accuracy. Following the delineation ERA will prepare a written delineation report containing:

- a. U.S. Army Corps of Engineers (USACE) data forms;
- b. Aerial map exhibit of site showing locations of data sampling points and wetland boundaries;
- c. Floristic Quality Assessment;
- d. Documentation of potential threatened and endangered species using Federal and State agency databases. Please note IDNR requires a small fee for EcoCAT consultations. This will be billed as a direct cost;
- e. Identification of off-site wetlands within 100' of the property;
- f. Copy of National Wetland Inventory map;
- g. Copy of County soil map;
- h. Copy of FEMA Flood Insurance rate Map (FIRM);
- i. Site photos as necessary to describe wetland and other regulated areas;
- j. An overview of the applicable wetland and buffer regulations; and
- k. Recommendations regarding future improvements to the property.

6. Base Plans – Data from the data acquisition, topographic survey, wetland delineation, and utility coordination tasks will be downloaded and compiled into our AutoCAD based system to produce base plans of existing conditions. Base plan sheets will be plotted (1-inch equals 20-feet) and provided to the Village and utility companies for review and verification of facilities.

7. Conceptual Plan - ERA will prepare a Concept Plan for the demolition and redevelopment of the properties. The work will focus on identifying the best long-term use of the combined parcels to support ecological restoration, sustainable stormwater management, and potential revenue opportunities through mitigation credit programs. The scope of work will include the following tasks:

a. Site Demolition and Clearing

- i. Develop a demolition approach for the existing buildings and site infrastructure on both properties.
- ii. Prepare preliminary opinions of probable cost for demolition activities, including removal, hauling, and site preparation.

b. Environmental Review

- i. Provide findings from Phase I Environmental Site Assessments for both parcels.
- ii. Identify potential remediation or environmental constraints impacting demolition and redevelopment.
- iii. This is to be completed by TrueNorth. Please see proposal attached for their services.

c. Site Grading and Drainage Concept

- i. Assess existing site topography, soils, and drainage patterns.
- ii. Develop a conceptual grading plan that supports stormwater storage, water quality treatment, and integration with native vegetation communities.
- iii. Identify opportunities to maximize flood storage and optimize site hydrology for long-term ecological function.

d. Ecological Restoration and Vegetation Planning

- i. Prepare concept-level recommendations for establishing native vegetation communities, including wetland, prairie, and riparian edge plantings.
- ii. Develop strategies to support biodiversity, pollinator habitat, and long-term ecological resilience.
- iii. Provide preliminary cost ranges for vegetation establishment and maintenance.

e. Stormwater Basin Concept and Programmatic Options - Design a concept stormwater basin that can serve dual functions:

- i. Wetland Mitigation – Evaluate feasibility of meeting federal/state wetland mitigation requirements.
- ii. Stormwater Trading – Assess potential participation in Metropolitan Water Reclamation District of Greater Chicago (MWRD) stormwater trading or off-site mitigation credit programs.
- iii. Provide graphics describing basin size, configuration, and potential credit yield.

f. **Conceptual Cost Estimates**

- i. Prepare preliminary cost estimates for demolition, grading, ecological restoration, and basin construction.
- ii. Identify potential long-term maintenance considerations.

g. **Deliverables**

- i. Preliminary demolition and construction cost estimates.
- ii. Conceptual grading and vegetation plans.
- iii. Summary of wetland mitigation and stormwater trading options.

8. Funding Opportunities – There are multiple potential funding sources for stormwater improvement projects. These include the Metropolitan Water Reclamation District of Greater Chicago (MWRD) Green Infrastructure Partnership Program, the MWRD Stormwater Project Partnership Program, Stormwater Credit Trading Program, certified wetland mitigation banks administered through the U.S. Army Corps of Engineers (USACE), and state-level resources such as the Illinois Environmental Protection Agency (Illinois EPA) Section 319(h) Program and the Illinois EPA Green Infrastructure Grant Opportunity (GIGO) Fund. It is important to note that these funding mechanisms are often not eligible to be combined. For example, wetland mitigation funded through certified banking credits is a regulatory requirement under the permit program and therefore cannot be paired with Illinois grant funds. ERA will provide a memo of the funding opportunities available including their requirements, match and any associated permit ramifications. This will assist with decision making on how to best fund the project. Preparation of grant applications or a USACE wetland mitigation prospectus or banking instrument are not included but can be provided at an additional agreed upon fee.

ERA will provide a memorandum summarizing the available funding opportunities. The memo will include:

- a. Assessment of eligibility for each program.
- b. Program requirements, including application criteria and deadlines.
- c. Local match obligations and cost-share considerations.
- d. Permit implications and potential regulatory constraints.

9. Hydraulic Modeling

- a. **Corrective Effective Hydraulic Model** – ERA will convert the regulatory effective model from a paper copy in WSP-2 format to an electronic modern HEC-RAS model and correct any discovered mistakes.
- b. **Existing Conditions Hydraulic Model** – For this model, ERA will augment the corrected effective model in HEC-RAS with the following items:
 - i. Cross Sections data from ERA topographic measurements through the site;
 - ii. Discharges from the FIS for the 10-, 50-, 100-, and 500-yr recurrence intervals;
 - iii. Modifications to the FIS manning's "n" values for the project site using supportive photographic evidence.
- c. **Proposed Conditions Hydraulic Model** – ERA will revise the existing conditions cross-sections to mimic the proposed work to verify that the improvements do not impact the regulatory floodplain.
- d. **Floodway Analysis** – ERA will perform the floodway analysis to establish the proposed floodway limits and demonstrate that the project will not have negative impacts to the floodway outside of the property limits. This will be required for an IDNR/OWR permit.

10. Stormwater Calculations/Report – ERA will prepare a stormwater tabular report that will be required for MWRD approval. The following items are anticipated to be performed and provided in the report:

- a. **Detention Requirements** – Detention is not anticipated to be required. ERA will document the reasons detention is not required. However, the storage may be utilized for detention trading.
- b. **Storm Sewer Design** – Minimal storm sewer is anticipated. Storm sewer design is not anticipated.
- c. **Volume Control Requirements** – Volume Control is not anticipated to be required. ERA will document the reasons detention is not required.
- d. **Hydraulic Modeling** – Modeling will be performed as described in the Hydraulic Modeling tasks. The results will be summarized in the tabular report.
- e. **Compensatory Storage** – ERA will perform floodplain and floodway compensatory storage calculations for the proposed improvements.
- f. **Wetland Impacts/Mitigation** – ERA will document the wetland impacts and mitigation efforts to demonstrate compliance.
- g. **Riparian Environment Impacts/Mitigation** – ERA will document the riparian impacts and mitigation efforts to demonstrate compliance.

11. Permitting - ERA will assist the Village in the preparation of the permit application(s). The regulatory stakeholders involved with the management of storm water through the project limits will be contacted. This task will include permit coordination with the jurisdictional authorities, responding to their review comments, and phone call/email/letter follow up efforts related to permit submittals. Permits anticipated for this project include:

a. **Federal & State Permits**

- i. IDNR/OWR Floodway Permit – ERA will submit the 90% and final PS&E documents.
- ii. FEMA – Approval from FEMA is not anticipated to be required. A CLOMR/LOMR is not included in the scope of services but can be provided as an additional service if required.
- iii. IEPA Construction Site Runoff (ILR10) – ERA will provide the SWPPP; the Village will complete and submit the NOI per its NPDES ILR40 MS4 permit.
- iv. IDNR Threatened and Endangered Species signoff – ERA will complete the application for T&ES signoff through EcoCAT.
- v. Illinois Historical Preservation Agency approval – ERA will prepare the IHPA consultation (this assumes that a Phase I archaeological report is not necessary).
- vi. Army Corps of Engineers – ERA will submit the 90% and final PS&E documents and the stormwater report.
- vii. South Cook Soil and Water Conservation District – ERA will submit the 90% and final PS&E documents.
- viii. EPA 401 Permit - ERA will submit 1 copy of the 90% and final PS&E documents.

b. **MWRD & Local Permits**

- i. MWRD - Watershed Management Permit – ERA will provide an electronic copy of the signed watershed management permit, Stormwater report, and final engineering plans for review and approval.
- ii. Village of Orland Park - Watershed Management Permit – ERA will also submit the stormwater report and plans for review and approval.

12. QA/QC Review – ERA will perform an internal QA/QC review of the 90% and 100% PS&E submittals. This internal review will be completed by our construction staff members who are not part of the day-to-day design team.

13. 90% Plans, Specifications and Estimates (PS&E) – This task includes the preparation of PS&E (90%) for

the site improvements. It is anticipated that plans will include the following sheets:

- a. Cover Sheet and Location Map
- b. General Notes & Summary of Quantities
- c. Alignment, Ties and Benchmarks
- d. Base Plan of Existing Conditions and Demolition Plans (1"=20')
- e. Geometry Plans (1"=20')
- f. Utility & Drainage Plans (1"=20')
- g. Grading Plans
- h. Erosion Control Plans and Details (1"=20')
- i. Landscaping Plans, Planting List and Details (no irrigation)
- j. Construction Details

This task includes the preparation of specifications and an engineer's opinion of probable construction cost and a "plan in hand" site review once the 90% plans are complete.

14. 100% Plans, Specifications and Estimates (PS&E) – This task includes the preparation of PS&E (100%) for the site improvements. It is anticipated that plans will include the following sheets:

- a. Cover Sheet and Location Map
- b. General Notes & Summary of Quantities
- c. Alignment, Ties and Benchmarks
- d. Base Plan of Existing Conditions and Demolition Plans (1"=20')
- e. Geometry Plans (1"=20')
- f. Utility & Drainage Plans (1"=20')
- g. Grading Plans
- h. Erosion Control Plans and Details (1"=20')
- i. Landscaping Plans, Planting List and Details (no irrigation)
- j. Construction Details

This task includes the preparation of specifications and a final engineer's opinion of probable construction cost.

15. Response to Bidder/Contractor Questions – ERA will provide respond to bidder questions and address contractor questions. For the purpose of this proposal, we have assumed 8 hours of time.

Additional Services If Desired:

16. Grant Applications – ERA will prepare up to two grant applications. Each application will be billed at an hourly, not to exceed fee, of \$3300.

In addition to the tasks to be performed by ERA as outlined above, we will also employ the services of True North to provide environmental investigation and soil testing services as defined in their proposal included at the end of this document.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee.

- Meetings, other than described above
- Agency consultation or permitting fees
- Tree Species Identification / Tree Preservation Plan by Arborist
- Drain tile survey
- Boundary Survey, Plats of Easement or property/easement acquisition
- Archeological Services

- Structural Engineering
- Geotechnical Engineering
- CLOMR/LOMR Services
- Certified wetland mitigation prospectus/banking services
- Changes / Revisions to the Plan

Fees

The cost associated with the services included in this proposal will be invoiced on an Hourly, Not to Exceed basis according to the attached estimated schedule (Exhibit 2).

Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred plus ten percent.

Services not included in this contract shall require an addendum to the contract prior to work commencing, or the client may give ERA verbal or email authorization to work on an hourly basis in accordance with the attached schedule of hourly rates (Exhibit 2).

Please send payment with invoice number included to:
3s701 West Ave., Suite #150, Warrenville IL 60555

We appreciate the opportunity to submit this proposal and trust that it meets with your approval.

If you have any questions, please contact me at 630-393-3060 or epande@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Erin Pande, PWS, CFM

Attachments/Enclosure

Exhibit 1

Acceptance & Authorization Form – September 5, 2025
17101, 17151, and 17171 S. Wolf Road, Orland Park

Engineering Resource Associates, Inc.

Village of Orland Park



Authorized Signature
Erin Pande, PWS, CFM | Principal
Printed Name and Title

Authorized Signature

Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f

Date

Please Provide Contact Information:

Mailing Address:

(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:

If different than the above address,

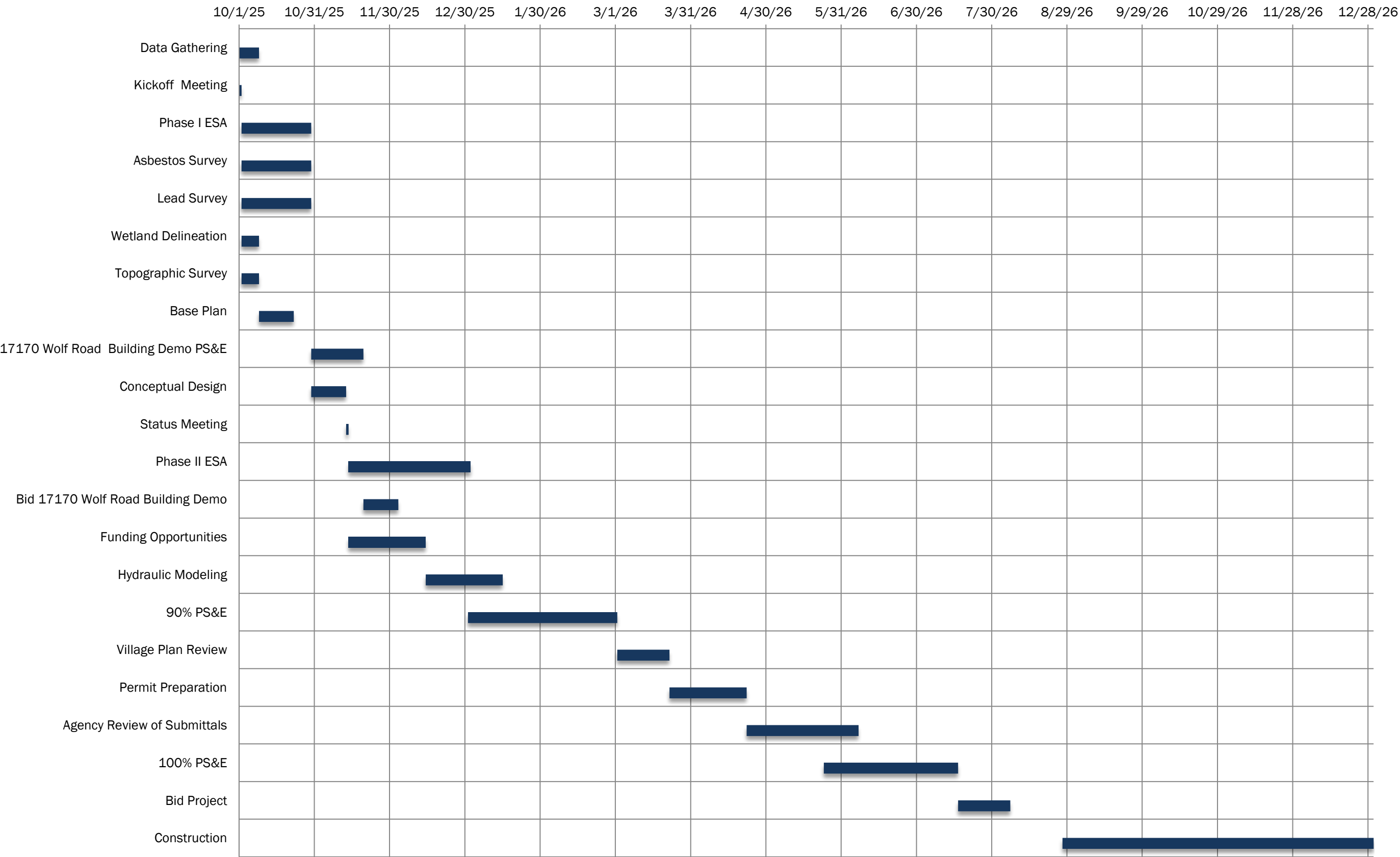
invoices should be addressed to:

Invoice Email Address (if different than above):

Note any billing forms/procedures:

Email ☐ USPS Mail ☐ Email & USPS Mail ☐

17101, 17151, and 17171 S. Wolf Road





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 Warrenville, IL 60555
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CLIENT: Village of Orland Park
 PROJECT: 17101, 17151, and 17171 S. Wolf Road
 PROJECT LOCATION: Orland Park, IL
 COUNTY: Cook County

Date: 9/5/2025
 Consultant: Engineering Resource Associates, Inc.
 Project Manager: Erin Pande
 PP/PL No.: PP2508.02

TASK No.	WORK DESCRIPTION	HOURS	WEIGHTED HOURLY RATE	ERA'S FEE	DIRECT COSTS	GRAND TOTAL	% OF GRAND TOTAL
1	Meetings and Coordination	42	\$163	\$6,900.00	\$65.00	\$6,965.00	3.57%
2	Data Acquisition/Review	9	\$125	\$1,100.00		\$1,100.00	0.56%
3	Topographic Survey	50	\$151	\$7,500.00	\$455.00	\$7,955.00	4.07%
4	Utility Coordination	10	\$131	\$1,300.00		\$1,300.00	0.67%
5	Wetland Delineation	42	\$100	\$4,200.00	\$189.00	\$4,389.00	2.25%
6	Base Plans	20	\$158	\$3,200.00		\$3,200.00	1.64%
7	Conceptual Plan	50	\$132	\$6,600.00		\$6,600.00	3.38%
8	Funding Opportunities	28	\$126	\$3,500.00		\$3,500.00	1.79%
9	Hydraulic Modeling	200	\$141	\$28,200.00		\$28,200.00	14.44%
10	Stormwater Calculations/Report	68	\$140	\$9,500.00		\$9,500.00	4.86%
11	Permitting	120	\$137	\$16,500.00		\$16,500.00	8.45%
12	QA/QC Review	24	\$209	\$5,000.00		\$5,000.00	2.56%
13	90% Plans, Specifications and Estimates (PS&E)	184	\$121	\$22,300.00		\$22,300.00	11.42%
14	100% Plans, Specifications and Estimates (PS&E)	124	\$120	\$14,900.00		\$14,900.00	7.63%
15	Response to Bidder/Contractor Questions	22	\$119	\$2,600.00		\$2,600.00	1.33%
16	2 Grant Applications (\$3,300 each)	66	\$99	\$6,600.00		\$6,600.00	3.38%
	Services by Others						
1	Phase I Environmental Site Assessment				\$3,150.00	\$3,150.00	1.61%
2	Limited Phase II Environmental Site Assessment				\$39,300.00	\$39,300.00	20.12%
3	Asbestos-Containing Material (ACM) Survey				\$4,975.00	\$4,975.00	2.55%
4	Lead-Based Paint (LBP) Survey				\$2,800.00	\$2,800.00	1.43%
5	Building Demolition Specification Preparation				\$4,490.00	\$4,490.00	2.30%
	TOTALS	993	\$143.97	\$139,900.00	\$709.00	\$195,324.00	100%

True North is a multi-disciplined environmental consulting and engineering firm based in Naperville, Illinois. True North staff is comprised of engineering and science-related professionals dedicated to providing sustainable site development and resource management solutions. Since our inception, we have successfully partnered with clients spanning both the private and public sectors to address their environmental management, land development, and public infrastructure needs.

True North was founded in January 2008 by a team of experienced environmental professionals. These professionals include Ryan M. LaDieu, P.E., President; Brian S. Mihelich, CHMM, Executive Vice-President; and Michael D. Brennan, Executive Vice-President. The officers of the company possess an average of 28 years of broad-based consulting experience. From initial environmental-due diligence to remedial design and project management, True North has established a proven track record of providing sound environmental engineering and consulting solutions to protect and preserve our client's most valuable resources.

True North personnel have assisted numerous municipal clients with environmental engineering and consulting services including Preliminary Environmental Site Assessments (PESAs), Preliminary Site Investigations (PSIs) and soil management solutions. Over the past twenty years, True North has worked in over thirty states assisting our clients in navigating various environmental challenges associated with development and infrastructure needs. True North has grown to become a leading consultant in the industry and currently serves as a consultant and advisor to numerous municipalities, attorneys, lenders and private property owners.

The vast majority of True North's projects have been completed in Illinois, specifically in the greater Chicagoland area and Northern Illinois. As an organization, these projects have required our involvement in various aspects of the public works renovation process including planning, specification generation, bid requisition, environmental data collection and interpretation, oversight and monitoring, regulatory reporting, and regulatory closure under various federal and state programs. These projects have required coordination with various agencies and compliance with agency requirements including the Illinois EPA Site Remediation Program (SRP), Illinois EPA Leaking Underground Storage Tank (LUST) Program, the Illinois Department of Public Health's (IDPH) Asbestos Program, and the Illinois EPA Bureau of Air, Asbestos Section.

True North is a Licensed Professional Design Firm (#184.005436) and a Qualified Small Business Enterprise (SBE - #261702603) through the State of Illinois. True North is a pre-qualified Professional Services Firm by the Illinois Capital Development Board (Firm ID# 0030412). In addition, True North is an Illinois Department of Transportation (IDOT) Prequalified Firm under the Hazardous Waste – Simple category. Our company is also authorized to do business in the State of Illinois; maintains "good standing" status with the State; and is registered with the State Board of Elections.

RYAN M. LADIEU, P.E.

PRESIDENT



SUMMARY OF EXPERIENCE

- Over 29 years of experience in the field of engineering.
- Demonstrated experience performing IDOT special waste/plans, soil analyses and management services for contractors.
- Provides extensive experience in property assessment and remediation inclusive of Phase I ESAs, Phase II ESAs, and remediation of contaminated sites.
- Offers extensive experience in Brownfield Redevelopment including grant preparation and management.
- Provides experience in asbestos management and abatement inclusive of project design, inspection, and abatement oversight.
- Additional experience includes wastewater/water treatment design, leaking underground storage tank management, and civil site development project management.

RELEVANT EXPERIENCE

IDOT REGULATED SUBSTANCES MANAGEMENT: Mr. LaDieu has performed reporting, sampling and oversight on over 25 IDOT right-of-ways (ROWs) projects throughout District I to ensure compliance with IDOT 669 Standard Specifications for Road and Bridge Construction Projects. These services were performed on behalf of the contractors and specifically included development of special waste plans and reports (Site Contamination Operation Plan, Site Health and Safety Plan, Site Contamination Erosion Control Plan and Final Construction Reports), waste disposal analyses sampling, and PID screening oversight during regulated substance removal. Additional services included delineation sampling of preliminary site investigation results which involved utility clearance, soil boring advancement, physical soil screening, soil sample collection and logging, and report preparation and submittal.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS: Mr. LaDieu has performed over 400 Phase I ESAs and transaction screens in multiple states. Property types have included residential, light and heavy industrial/manufacturing facilities, commercial buildings, and agricultural properties. Mr. LaDieu has also performed multiple Preliminary Environmental Site Assessments for several government-

LICENSES/REGISTRATIONS

Licensed Professional Engineer—Illinois, Indiana, Michigan, Missouri and Wisconsin

Licensed Asbestos Project Designer— Illinois and Wisconsin

Licensed Asbestos Inspector—Illinois

Licensed Asbestos Project Manager—Illinois

Licensed Asbestos Air Sampling Professional— Illinois

EDUCATION

M.S. Environmental Engineering—
Illinois Institute of Technology,
Chicago, Illinois

B.S. Civil Engineering—Purdue University,
West Lafayette, Indiana

CERTIFICATIONS & TRAINING

40 Hour Hazardous Waste Operation & Emergency Response (HAZWOPER) Training & 8-Hour HAZWOPER Refresher Training

National Institute of Occupational Safety & Health (NIOSH) 582 Course—"Asbestos Fiber Counting" Accredited

National Institute of Occupational Safety & Health (NIOSH) —"Microscopical Identification of Asbestos" (I608A) Accredited



RYAN M. LADIEU, P.E. PRESIDENT

funded transportation projects. Assessment activities include site reconnaissance, historical data collection and analysis, regulatory database review, and report preparation. Reporting has been prepared in accordance with the latest versions of ASTM I527, ASTM I528, and Federal AAI standards as well as client-specific specifications.

PHASE II ENVIRONMENTAL SITE ASSESSMENTS: Mr. LaDieu has performed over 200 Phase II ESAs in Illinois, Wisconsin, and Indiana as a project engineer and project manager. Mr. LaDieu has played an integral role in the planning, performance, and reporting of subsurface investigations for vacant/idle land, light and heavy industrial/ manufacturing, and commercial properties. Soil and groundwater have been assessed using direct push, rotary drill, and test pitting procedures for sampling according to applicable ASTM standards. Activities in the assessment process included utility clearance, preparation of health and safety plans, geophysical surveys, soil boring advancement, monitoring well installations, chemical screening of soil samples, soil and groundwater sample collection, and report preparation and submittal.

SOIL ASSESSMENT AND MANAGEMENT CONSULTING: Mr. LaDieu has performed over 300 limited soil assessments of commercial, industrial, residential, vacant properties and right-of-ways (ROWs) throughout northern Illinois to determine compliance with Illinois Law governing soil management and disposal. Mr. LaDieu has completed assessments for municipal and private clients ranging in size from small soil excavations of less than 20 tons to large scale projects over 50,000 tons of excavated soil. Activities included in the assessment process include historical and regulatory records review, utility clearance, soil boring advancement, physical soil screening, soil sample collection and logging, report preparation and submittal, and general consulting for appropriate management of waste materials.

BROWNFIELD REDEVELOPMENT PROJECTS: Mr. LaDieu has participated in several brownfield redevelopment projects as a project engineer and project manager. Mr. LaDieu has assisted communities in securing Municipal Brownfield Redevelopment Grant (MBRG) funds for environmentally impacted properties within the communities. Responsibilities include assistance in generating MBRG applications, project budgeting, regulatory program liaison, project reporting, and project coordination and management. Mr. LaDieu has been successful in utilizing the IEPA's Part 742 "Tiered Approach to Corrective Action Objectives" (TACO) to develop cost effective remediation strategies and securing both Focused and Comprehensive No Further Remediation (NFR) letters through the IEPA's Part 740 "Site Remediation Program" (SRP).

REMEDIATION/CONSTRUCTION MANAGEMENT: Mr. LaDieu has extensive remedial design and management experience of environmental impacted properties throughout the Chicago land area and Illinois. This experience includes the oversight and coordination of UST permitting, removal, and sampling and reporting services at former gas stations, dry cleaners and industrial/commercial properties. Mr. LaDieu has been involved in the planning and design of remedial efforts inclusive of soil and groundwater remediation. Remedial efforts have included the remediation of hazardous waste soil impacted with dry cleaning solvents, lead impacted soils from waste oil USTs, and creation of soil management zones (SMZs) used to maintain contaminated soils and groundwater on-site.

STORMWATER MANAGEMENT & PLANNING: Mr. LaDieu has provided stormwater management services for several industrial clients as well as construction projects throughout the Chicagoland area. Mr. LaDieu has developed stormwater pollution prevention plans (SWPPP) for multiple industrial facilities inclusive of an adhesives manufacturing company and a rural trucking company. In addition, Mr. LaDieu has prepared plans for multiple construction sites inclusive of a large demolition of Section 8 housing on the south side of Chicago and several Illinois Department of Transportation rehabilitation projects. Mr. LaDieu has also performed frequent stormwater measure inspections per permit requirements for multiple construction sites.



RYAN M. LADIEU, P.E. PRESIDENT

SPILL PREVENTION PLANNING: Mr. LaDieu has prepared, reviewed and updated Spill Prevention, Control, and Countermeasure (SPCC) Plans for several industrial and commercial clients. This planning has also included the preparation and review of Facility Response Plans (FRPs) for facilities that meet the Substantial Harm Criteria. Mr. LaDieu was the lead engineer for the preparation of a portfolio of SPCC Plans for a large industrial fertilizer company with plants throughout the country. Tasks included the preparation of site-specific documentation or site visits, performance of site inspections, verification of secondary containment measures, evaluation of facility spill preparedness, the generation of a comprehensive Plan, and Plan certification.

TRAINING/PRESENTATIONS: Mr. LaDieu has prepared and presented 2-Hour Asbestos Awareness Training, 16-Hour Asbestos Operations and Maintenance training, soil assessment and management procedures and best practices, and stormwater pollution prevention programs to a variety of recipients inclusive of school districts, construction contractors, and industrial clients. In addition, Mr. LaDieu has presented at multiple seminars on the topics of Stormwater Pollution Prevention Planning in Construction and Clean Construction & Demolition Debris (CCDD) requirements in Construction.

STORAGE TANK MANAGEMENT: Mr. LaDieu has been involved in several facets of underground storage tank management including consulting, tank removals, funding reimbursement, assessment, integrity testing, remediation, and reporting. Mr. LaDieu has been a project engineer and project manager on over 70 underground storage tank projects and played an integral role in the assessment and closure of leaking underground storage tank incidents.

DEVELOPMENT SERVICES EXPERIENCE: Mr. LaDieu has served as the project manager for several commercial, mixed-use, and light industrial developments within Illinois. Project experience includes the coordination of all environmental, geotechnical, land surveying, and civil engineering services for site engineering and design. Projects have included the development of a mini-mart service station, a mixed-use five-story condominium development, and multiple light industrial rail spur expansions. Mr. LaDieu has also managed the planning, specification, permitting, and construction of an industrial building at a chemical storage and transport facility.

ASBESTOS EXPERIENCE: Mr. LaDieu has served as a project designer, project manager, building inspector, and air sampling professional for several asbestos projects throughout the Chicago land area and the Midwest. Projects include K-12 public and private schools, public and commercial buildings, and industrial/manufacturing facilities. As an asbestos project designer, Mr. LaDieu has been involved with several public and commercial facilities as well as schools designing asbestos abatement projects. As an asbestos building inspector, Mr. LaDieu has inspected a variety of buildings including elementary schools, high schools, industrial/ manufacturing, commercial buildings, and military installations.



Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants

as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between

the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date

shall be reimbursed by Client.

15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer 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. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.
19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer 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. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:
- Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.
26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such

contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer 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 Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until 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.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.
29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS

