

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

TO : President and Village Board of Trustees  
FROM: Scott Niehaus, Village Manager  
DATE : January 31, 2020 Agenda Date: February 6, 2020  
TITLE: Geotechnical Engineering Services  
SUBMITTED BY: Carl Goldsmith, Director of Public Works

**RESULTS:**

Date Bids Were Published: N/A Bidding Closed: N/A

Total Number of Bids Received \_\_\_\_\_

Total Number of Bidders Meeting Specifications \_\_\_\_\_

Bid Security Required \_\_\_\_\_ Yes X No

Performance Bond Required \_\_\_\_\_ Yes X No

Were Any Bids Withdrawn \_\_\_\_\_ Yes X No

**Explanation:**

Waiver of Bids Requested? \_\_\_\_\_ X Yes \_\_\_\_\_ No

If yes, explain: *Pursuant to the Local Government Professional Services Selection Act (50 ILCS 510) the Village is waiving bids as the Village has a satisfactory relationship for services with the selected firm.*

Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ X No

Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Amount of Award: \$20,000.00 (not to exceed \$40,000.00)

**BACKGROUND/RECOMMENDATION:**

See Staff Report

Has Recommended Bidder Worked for Village Previously \_\_\_\_\_ Yes X No

If yes, was quality of work acceptable \_\_\_\_\_ Yes \_\_\_\_\_ No

Was item bid in accordance with Public Act 85-1295? \_\_\_\_\_ Yes X No

Waiver of bids - Public Act 85-1295 does not apply \_\_\_\_\_ X Yes

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_

Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_

Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**



January 31, 2020

TO: Village President and Board of Trustees

THROUGH: Scott A. Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CG*

SUBJECT: Illinois Route 53 Stormwater Pump Station Project

In an effort to assist the Village of Lombard in reviewing the contractor's work effort and methods of dewatering the site of the Illinois Route 53 Stormwater Pump Station Project, the Village Attorney has recommended that the Village retain the services of a geotechnical engineering expert to review the contractor's submittals and claims. The firm is GEI Consultants (GEI) located in Vernon Hills, Illinois. GEI Consultants will use William H. Walton as the primary consultant on this project. The scope of services includes reviewing contractor submittals and providing written and verbal expert opinions on specific issues related to the disputed facts of the construction

The Village Attorney has provided a proposal to the Village of Lombard from GEI Consultants. The Village Attorney is familiar with the services offered by GEI and believes that their involvement with this matter will provide value to the Village. The proposal is in the amount of \$20,000; however, GEI's involvement in depositions and possible trial may increase the proposal amount beyond the authority granted to the Village Manager through the Village's purchasing policy and State Statute. Staff is seeking Village Board approval to enter into a contract with GEI Consultants in an amount not to exceed \$20,000.

I respectfully request that this item be placed on the Village Board agenda for the meeting of February 6, 2020.



Consulting  
Engineers and  
Scientists

January 9, 2020

VIA EMAIL: [jaguisinger@KTJLAW.com](mailto:jaguisinger@KTJLAW.com)

Mr. Jason Guisinger  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

**Re: Proposal for Independent Expert Services Regarding DuPage County Lawsuit – 2018  
L 287, Rausch Infrastructure, LLC v. Village of Lombard**

Dear Mr. Guisinger:

In response to your request that William H. Walton, S.E., P.E., of GEI Consultants, Inc., will be pleased to provide independent expert services related to the above-referenced case.

### **Project Understanding**

We understand that a lawsuit has been filed against the Village of Lombard by Rausch Infrastructure, LLC.

Mr. Walton is a licensed structural engineer and professional engineer in Illinois and is experienced in geotechnical engineering and design of earth retention systems, having practiced this specialty for more than 30 years. A copy of Mr. Walton's Curriculum Vitae is attached.

### **Scope of Work**

GEI will meet with your team, review submittals, and provide written and verbal expert opinions on specific issues as requested within the scope of Mr. Walton's expertise. We will also be available, if required, to support our opinions through affidavit, deposition, and testimony, as directed by you.

### **Cost Budget and Method of Billing**

Work will be performed on an accrued time and expenses basis in accordance with the attached Fee Schedule. Mr. Walton's billing rate is \$315 per hour, with a premium factor of 1.5 for deposition and testimony time. He will be supported by our engineering and administrative staff, as necessary, to meet the deliverable products and schedules requested.

In addition to our professional fees, expenses, including travel and subsistence, will be billed at cost plus 15 percent. These costs are based on a current refundable/changeable coach-class airfare.

Due to the uncertainty in the duration and extent of effort involved in forensic investigations and lawsuits, we suggest establishing an initial budget of \$20,000 for the project. The costs are expected to address the review of documents, preliminary meetings and conference calls to discuss the basis of the project design, initial independent analyses and other geotechnical aspects of the case. We will notify you in advance should our accumulated fees for the approved work effort approach the budget value. This estimated fee does not include time for deposition preparation, deposition time, and testimony to a dispute resolution team.

### Terms and Conditions

We have attached to this proposal our Standard Professional Services Agreement, which are expressly incorporated into, and are an integral part of our contract for professional services. Please indicate your acceptance of this proposal by signing the Standard Professional Services Agreement and returning this proposal in full, including the attached terms and conditions, by fax or email to Robert Acker.

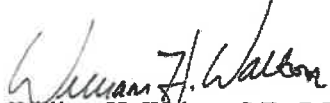
A signed copy of this proposal must be sent to GEI before our work can begin.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to us upon receipt of our invoice, unless specifically arranged otherwise in writing.

If you have any questions, or require further information, please contact one of the undersigned at 847.984.3401.

Respectfully,

GEI CONSULTANTS, INC.



William H. Walton, S.E., P.E.  
Senior Vice President



Robert W. Acker, P.E.  
Vice President

Enclosures:

Standard Professional Services Agreement  
GEI 2020 Fee Schedule  
Walton Curriculum Vitae

**WILLIAM H. WALTON, P.E., S.E., F.ASCE, D.GE**

SENIOR VICE PRESIDENT/SENIOR PRACTICE LEADER/BOARD OF DIRECTOR



Mr. Walton is Senior Vice President of GEI in Woburn, MA and Chicago, IL offices. He is a licensed professional civil and structural engineer in 22 states and has 39 years' experience in the geotechnical and structural design and construction of tailings dams, hydroelectric facilities, embankments, landfills, ash pond closure, retaining walls, steel mills, power plants, wind turbines, tall building foundations, shafts and tunnels. He has worked in Europe, the Mideast, Africa, and South America.



Mr. Walton was recently elected to be a member of The Moles. Mr. Walton has practiced in Boston, Philadelphia and Chicago. Mr. Walton was an elected Fellow of the American Society of Civil Engineers and is a former Chairman of the Geotechnical Group in Illinois. In 2010, the ASCE Illinois Section awarded him Illinois Civil Engineer of the Year. He was elected to the Chicago High-Rise Building Committee for his work on updating the 2000 and 2016 Chicago Building Codes. He was also awarded the Stephen Salisbury Award at Worcester Polytechnic Institute for the top Civil Engineering Graduate in his Class; he went on to Cornell University for a Masters.

Mr. Walton was the foundation engineer of record for the new Chicago Soldier Field Stadium, the 1,362-foot-high Trump Tower and the 2,000-foot Spire Tower in Chicago, completion of which is currently on hold. He recently completed design and construction oversight as engineer of record for a high dam, harbor and quarry development for \$1 Billion Holcim Cement Kiln and Quarry Development in Ste. Genevieve County, Missouri. He served as the geotechnical and forensic consultant to the TVA to analyze and report on root cause of failure on the December 22, 2008 Kingston Dredge Pond failure at Harriman, Tennessee and El Sowah Island development and reclamation for the world-famous Cleveland Clinic Hospital in Abu Dhabi in the United Arab Emirates.

**RELEVANT PROJECT EXPERIENCE**

**Tennessee Valley Authority (TVA), Pickwick Landing Dam, Hardin County, TN.** Engineer of record for 4,000 feet of upstream and downstream seismic upgrade of the 50-ft high South Embankment Dam adjacent to 113 ft high USACE operated lock and TVA gated spillways and 229-MW powerhouse over karstic limestone. The south embankment is a hydraulic fill dam built of sluiced sand over a foundation of loose sandy alluvium from 1935 to 1938. Walton was responsible for seepage, static and seismic stability analyses, we performed FLAC and PLAXIS deformation analyses of dam stabilized dam using upstream and downstream berms and extended fills. These analyses were to done limit movement during and after an earthquake and prevent a far-field New Madrid earthquake from inducing dam and foundation liquefaction and flow slides. Selected repair was based on economic and risk-based analyses, PFMAs, workshops, and contractor review at 60% design for constructability. This project is subject to multiple TVA Dam Safety and Governance reviews, and an Independent Review Board. The construction project is valued at \$100M. Construction begins December

**PROJECT ROLE**

Dam, Tunnel, Landfill and GeoStructural Engineering Expert

**PROFESSIONAL REGISTRATION OR LICENSE**

Professional Engineer, AR No. 14348, CT No. PEN21342, IA No. 14386, IL No. 62048280, IN No. PE19400401, KY No. 26960, MA No. 32157, MI No. 6201039966, MN No. 43310, MO No. 2001006056, NJ No. 24GE03340300, NY No. 86268, OH No. PE72151, PA No. PE038239R, SD No. 8880, TN No. 110328, TX No. 104225, WI No. 30270 HI No. 16001, VA No. 0402057354 Structural Engineer, IL SE No. 81-5445, RI-12641, Northern Mariana Islands No. 465

**EXPERIENCE IN THE INDUSTRY**

39 years

**EXPERIENCE WITH GEI**

14 years

**EDUCATION**

B.S., Civil Engineering, Worcester Polytechnic Institute (WPI)  
M.S., Agricultural Engineering, Cornell University

2018 and will extend through end of 2020. Robotic displacement monitoring points, hung arrays in inclinometer, vibrating wire piezometers and settlement plates have been installed and baselined.

**American Electric Power (AEP), Racine Dam, Racine, OH.** Engineer of record for right abutment replacement dam next to 24-MW hydroelectric dam at a USACE lock and dam on the Ohio River. Performed PFMA and options analysis for a repair to allow power generation, full navigation pools and gate operations at the Lock and Dam. The selected repair solution was to construct a replacement dam immediately upstream of the distressed existing dam that would be independent of and not load the existing dam. The replacement dam required 23 tremie placed mass concrete pours to form a mass concrete gravity dam founded on four separate tremie placed reinforced concrete load transfer mat slabs integral with pre-drilled 90-ft long, large diameter drilled shafts socketed into siltstone bedrock. All upstream construction was done in a subaqueous manner using barges, cofferdams and temporary shoring systems. The project required extensive reviewed by the USACE (Huntington), FERC and an independent Board of Consultants through a process of design alternative studies, PFMA, workshops, and risk-reduction based design process that involved eight expedited Interim Measures to reduce prevent existing dam breach after the incident. The USACE allowed repairs to proceed without final dam design drawings. The incident occurred in early 2016, with immediate repairs by AEP. Real-time monitoring of the dam has been done using extensometers, robotic total station upstream and downstream displacement monitoring points, strains gages, inclinometers, settlement plates and dewatering well flow meters. Construction is ongoing and will be completed in 2019.

**Tennessee Valley Authority (TVA) Kingston Dredge Cell Failure, Harriman, Tennessee.** Principal in charge retained by TVA OGC to perform root cause failure (RCA) analysis of the 80-ft high dredge cell collapse incident on December 22, 2008. Lead field and laboratory studies, failure analyses and reporting on his 5.4 million cubic yard release and failure. Presented RCA findings to state (TDEC) and federal agencies, including the U.S. EPA, USBR and U.S. House of Representatives, Committee on Transportation and Infrastructure. Work was successfully peer reviewed by numerous agencies and experts. Provide expert testimony for the TVA at Federal trial. Testified for a successful reinsurance recovery in International Arbitration for several cases.

**Holcim Cement Kiln and Quarry, Ste. Genevieve County, Missouri.** Principal Engineer of record for 140 zoned earth and rock fill dam over grouted karstic limestone near the New Madrid, MO seismic zone. Responsible for design and construction of 2.1 million cubic yard design that was started in August 2003 and completed by June 2004 using 24 hour working shifts. Designs included slope protection for 38-acre slack-water harbor off the Mississippi River, 5 miles of haul roads requiring 170-ft high rock fills and 80-ft deep rock cut haul road and several chute spillways for lay down areas for the world's largest cement kiln.

**Blue Ridge Dam RCA, Tennessee Valley Authority, Blue Ridge, GA. Project Manager for root cause analysis (RCA)** related to construction at Blue Ridge Dam that caused excessive slope movements and damaged structures at the project. Reviewed and evaluated data and reports and prepared a RCA report discussing causes of slope movements.

**Mass Turnpike Authority, I93 Slurry Wall Expert Services.** Principal Engineer, responsible for structural and statistical analyses to detect in greater than 1,800 SPTC slurry wall seal joints for 2-mile long cut and cover tunnel up to 100 feet deep. Reported to FHWA IG to provide confidence in identifying slurry wall seal joint locations with 95% confidence level. Designed repairs to failed wall next to Boston's Federal Reserve Building.

#### **Reinforced Earth Wall Projects, Project and Principal Engineer for US Projects**

City of Burlington, VT McIntosh Power Station Railroad Bridge Approach MSE Walls for Fuel Unloading  
Ogden Trash to Energy Plant, MSE Walls for Roadway Fill, Haverhill, MA  
PennDOT Blue Route, I-476 MSE Roadway Approach Fills and Wall instrumentation, King of Prussia, PA  
Joliet Arsenal Intermodal Railroad Yard, MSE Bridge Approach Walls, Joliet, IL  
Soldier Field Stadium Renovation, MSE Fill Walls for Truck Unloading and Cooling Equipment. Chicago, IL  
US Route 30, MSE Wall Retained Fill over Culvert Settlement Studies, Westfield, IN

#### **Slurry Walls for Excavations and Seepage Control Walls, Principal Engineer of Record in US and Overseas Projects**

Doha Convention Center (1000mm)  
Rivereast Tower (30-inch)  
Riverside Tower (30-inch)

Staten Island Sewer Shaft (1000mm)  
Block 37 Retail/CTA Station (36-inch)  
Dallas Cowboy New Stadium Foundation Grillage (36-inch)  
Spire Tower (36 inch)  
Northwestern University Hospital Expansion (24 inch)  
Analysis for I-90 1,862 slurry wall end-seal panels for Mass Pile/FHWA (48-inch SPTC)

**Secant pile Walls for Excavations and Seepage Control Walls, Principal Engineer of Record in US and Overseas Projects**

Block 37  
One Museum Park Place  
Spire Tower  
Troy Smith USACE Hudson River Lock and Dam No. 1  
Racine Dam Seepage Cutoff Wall (work in progress)  
Three (3) Circular Cofferdams for Columbus, OH CSO Project  
Circular Cofferdam for Lake Huron Water Intake Well in MI  
Circular Cofferdam for Middlebrook Sewer Interceptor Tunnel in MI  
One Chicago Square (1180 and 1500mm)

**TVA Widows Creek Gypsum Pond Failure, Alabama.** Principal engineer retained by TVA OGC during incident response of a spillway piping failure on January 9, 2009 that emptied active pond. Participated during incident response by developed a written work plan to stabilize an adjacent active pond and exploration to address seepage outbreak and slope instability. Performed a subsequent independent technical review of new spillway seepage failure and buttress fills. Currently developing STID and performing PFMA for the facility.

**Department of Energy Spallation Target Building, Oak Ridge, Tennessee.** Principal engineer responsible for more than 800 250-ton capacity grouted filled API steel micropiles up the 200 feet deep into the ancient throat of the 200-ft diameter karstic limestone sinkhole. The foundations were developed as soil and rock conditions required variable length micropiles. Advised on stabilization of the injector tunnel fill that target high energy neutrons beams into the target structure. The fill supporting the tunnel was settling. We designed compaction grout columns and adjustable target beam piping to allow adjustment versus time.

**Lake Huron Water Supply Initiative, Sanilac County, Michigan.** Principal Engineer, responsible engineer for the design of a 35-foot diameter, 60-foot deep junction chamber, 1,350 of soft ground tunneling using an EPB-TBM with a jacked RCP 78-inch pipe liner in. Walton led the design effort criteria for lakeside sheet pile cofferdams to retrieve the TBM. This project has challenges with artesian issues.

**LTV Clark BOF Residuals Landfill Failure, East Chicago, Indiana.** Principal in charge of root cause failure analysis 0.9 million cubic yard release of BOF dust and open-hearth slag from steel making waste stream into the waters of Lake Michigan. The deep-seated clay failure occurred August 7, 1997. Led lake sediment restorations, stability berms, and geomembrane cap designs for the 45-acre cover. Secured all required permits from state and federal agencies. Provided full-time QA during cover construction.

**McCook Shaft, Chicago Deep Tunnel System, Chicago, Illinois.** Retained to perform a root cause failure analysis of the collapsed 95-ft diameter, 35-ft-deep cofferdam in soil next to Des Plaines River. Assisted contractor with shaft redesign and secured permits from U.S. Army Corps of Engineers to restore the shaft.

**Metropolitan Water Reclamation District of Greater Chicago, Thornton Quarry, Cook County, IL.** Responsible for peer review of roller compacted concrete spillway dam, tunnel plugs, rock support and instrumentation for the development of the Main Rock Dam that will form 300-foot water retention dam between two quarries. Interstate I294/I80 runs over the top of the Main Rock Dam.

**Metropolitan Water Reclamation District Little Calumet Creek Combined Sewer Deep Tunnel, Dalton, Illinois.** Principal Engineer and structural designer of ten ring beam and lagging shafts through

overburden soil down to bedrock to access Metropolitan Water Reclamation District Little Calumet Creek Combined Sewer Deep Tunnel in Dalton, Illinois. The ring beam and wood lagging shafts ranged from 12 to 28 feet in diameter, with depths ranging from 50 to 80 feet.

**McCormick Place Tunnel Outfall, Chicago, Illinois.** Principal Engineer and Structural engineer of record for 28-foot diameter, 80-foot deep McCormick Place Tunnel Outfall shaft comprised of W8 ring beams and steel liner plate constructed within a sheeted cofferdam in Lake Michigan. The excavation was through typical Chicago clay and hardpan. The bottom of the shaft zone required extensive permeation grouting to reduce inflow through granular till and fracture limestone. The design included 3,600 feet of 12.5-ft diameter tunnel and 10-foot drilled intake shaft during down-the-hole hammer drills and caisson drilling methods 150 feet below Lake Michigan.

**Spire Tower Foundations, Chicago, Illinois.** Principal Engineer and Structural Engineer of Record for foundations of proposed 2,000-ft high Spire Tower. Analyzed and designed a circular cofferdam for the tower core excavation. The 112-ft diameter, 75-ft deep sheet pile wall with seven levels of reinforced concrete ring beams to allow construction of the fourteen 10-ft diameter rock socketed caissons installed from the base of the cofferdam to ensure plumbness and location. The excavation was modeled with the computer program Plaxis to calibrate the soil model for the future 8-level deep top-down constructed basement. All excavations and foundations are installed.

**ComEd 345kV Underground Re-electrification of Chicago, Chicago, Illinois.** Responsible for tunnel shoring and liner designs for permanent tunnel under Chicago River. The steel rib and lag tunnel design was successful. We also designed the soft ground TBM designed the entry and exit shaft, and jacking system.

**95<sup>th</sup> Street Sewer Interceptor, City of Chicago Sewer Department, Chicago, Illinois.** Principal engineer responsible for baseline geotechnical baseline report and tunnel design for the TBM advanced sewer tunnel through a mixed face of native sand and clay. The new tunnel was performed to connect the former USS South Works steel mill to the MWRDGC primary drop shaft to the TARP tunnel system.

**San Francisco Public Utilities, Moccasin and Holm Penstocks, Tuolumne County, California.** Principal structural engineer responsible for ongoing safety inspections, stress analyses and probable failure mode analyses of primary water pipelines for City of San Francisco water supply. The projects involve 1,300 and 2,300 feet of head in the system. The pipes are riveted, hammer forge and welded plate. The analyses include structural assessment of anchor blocks, saddles and foundation assessment in mountainous terrain.

**City of Manitowoc, Wisconsin.** Principal Engineer. Designed 55-ft diameter, 45-ft deep wet well for new drinking water intake next to Lake Michigan. The steel sheet pile and W14 ring beams supported excavation was done adjacent to railroad tracks and Power Plant access road. The wall had to keep out Lake Michigan and be toed in clay hardpan for base stability. Provide design for the tunnel tie-in.

**OMID Shaft Evaluations, Sterling Heights, Michigan.** Structure engineer retained by a contractor to evaluate the structural stability of two deep shafts. The 72-ft and 55-ft diameter steel ring beam and lagging supported were evaluated for critical buckling and structural stability.

**City of Bristol, Bristol Quarry, Bristol, Virginia.** Designed tunnels, chamber and three raise bore shafts. The shafts were 450 feet deep. Performed the structural analysis of tunnel arch rock support and designed the permanent reinforced concrete shaft liner.

**City of Atlanta CSO Project, Georgia.** Principal Engineer. Designed 45-ft diameter, 50-ft deep steel sheet pile wall shaft with top-down constructed 12-inch thick, steel fiber reinforced concrete continuous liner to serve as permanent access to City of Atlanta, Georgia CSO underground storage reservoir. No walers or ring beams were required. The shaft provided main access to mine the underground reservoir in granite. Designed rock support for the drill and shot rock shaft below cofferdam.



**Canadian Pacific Railroad Tunnel, Detroit, Michigan.** Principal engineer responsible for baseline geotechnical report for railroad tunnel in rock under Detroit River between Windsor, Ontario and Detroit, Michigan. Responsible for borings, in-situ testing and recommendations for a rock tunnel in hydrogen sulfide and methane rich gases, artesian conditions.

**UPPCo Silver Lake Dam Breach in Michigan.** Principal Engineer for investigation and root cause failure analyses.

**FERC Dam Inspections for CMP, NYPA, NMPC and NEPCo.** Participated in FERC dam inspections.

**NYPA 345 kV Hudson River, and Safe Harbor Hydroelectric Power Redevelopment on Susquehanna River.** Design confined disposal landfills for disposal of PCB-laden sediments.

**Tarbela Powerhouse No. 3 Expansion Project, Indus River, Pakistan.** Seepage analyses and 90-ft high cofferdam designs.

**Feasibility Design, Zungaru Dam, Kaduna River, Nigeria.** Lead feasibility design of 110-meter high dam.

**NPPD's 650 MW Fossil 3 Fossil Plant and City of Lakewood, FL 350 MW Fossil Plant and 50 MW wood-fired McIntosh Power Plant in Burlington, Vermont.** Geotechnical Engineer for new power plants.

#### **Publications**

Walton, W.H., and Baker, C.N., "The 1997 Clark Landfill Failure at Indiana Harbor Works, LTV Steel Company, East Chicago, IN, Seventh International Conference on Case Histories in Geotechnical Engineering, Chicago IL, April 29-May 4, 2013.

Walton, W.H., Diehm, D.S., Burns, J., Sarabia, F., Browne, G., and Provanzana, S., "Geotechnical Engineering of the 600m Chicago Spire," 17th Congress of IABSE Chicago 2008, Creating and Renewing Urban Structures, International Association for Bridge and Structural Engineering, ETHZ Honggerberg, CH — 8093 Zurich, Switzerland, August 2008.

Walton, W.H., Diehm, D.S. and Baker, C.N., "Practical Reuse of Caisson Foundations in High-Rise Construction," Deep Foundations Institute, 30th Annual Conference of Deep Foundations, Conference Proceedings, September 22-24, 2005.

Hill, J.R, Dellaria, J, and Walton, W.H., "Specialty Geo-Engineering in a Caisson Town – Proceedings of 44<sup>th</sup> DFI Annual Meeting, Chicago, Illinois, October 2019.

Bushell, T.D., Butler, L.W., Walton, W.H. and Mathur, R., "Drake Lake Dam — A Performance Case History," Proceedings: Fifth International Conference on Case Histories in Geotechnical Engineering, New York, New York, April 13-17, 2004.

Walton, W.H., Butler, L.W., Wheeler, M., Goodman, G. and Castro, G., "Evaluation of Static Liquefaction Potential of Upstream Dike Construction for Iron Mine Tailing Impoundment," Tailing Dams 2002, Proceedings, Assoc. of State Dam Safety Officials/ U.S. Society on Dams, Las Vegas, Nevada, April 29-May 1, 2002.

Olson, S.M, Stark, T.D., Walton, W.H. and Castro, G., "1907 Static Liquefaction Flow Failure of the North Dike of Wachusett Dam," Journal of Geotechnical and Geoenvironmental Engineering, December 2000.

Hertlein, B.H. and Walton, W.H., "Assessment and Reuse of Old Foundations," Transportation Research Record 1736, Soil Mechanics 2000, Paper No. 00-0792.

Walton, W.H. and Scherer, S.D., "Mini-Pile Foundations for Orchestra Hall Renovation and Expansion Project," ASCE Newsletter (Illinois Section), July/August 1996.

Walton, W.H. and Rook, M.E., "Canal Dike System Improvements," Proceedings of Waterpower '95, San Francisco, California, July 25-28, 1995.

Baril, P.H., Wood, D.W. and Walton, W.H., "The Wachusett Dam in the 21st Century: Modifications After 100 Years of Service," Twelfth Annual USCOLD Lecture Series, Fort Worth, Texas, April 27- May 1, 1992.

Walton, W.H., Sangrey, D.A. and Miller, S.A., "Geotechnical Engineering Characterization of Hydraulically Piston-Cored Deep Ocean Sediments," Initial Reports DSDP, Leg 72; Washington, D.C., U.S. Government Printing Office, 1982.

### **Professional Affiliations**

Fellow, American Society of Civil Engineers

ASCE Illinois Section – Past Chairman of Geotechnical Section

American Association of Dam Safety Officials

Structural Engineers Association of Illinois – Elected Director 2014 thru 2017

SEAMASS Association of Structural Engineers in Massachusetts- Member

Chicago Committee of High-Rise Buildings – Foundations Chair, 1999, 2010 and 2019 Chicago Code Rewrite Committee

United States Society of Dams

Deep Foundation Institute

### **Professional Awards**

WPI - Chi Epsilon Civil Engineering Honor Society

- WPI - Tau Beta Pi Honor Society
- WPI – Chi Epsilon Honor Society
- WPI - Stephen Salisbury Award – Top Civil Engineer in 1978 Graduating Class
- WPI - President's Interactive Qualifying Project Award
- WPI - National Science Foundation - Senior Fellow

Cornell/Scripps Institute of Oceanography – Physical Properties Specialist on Leg 72 of Deep Sea Drilling Project, R/V Glomar Challenger

ASCE Illinois Section – 2010 Illinois Civil Engineer of the Year

ASCE – Elected Fellow 2008

ASCE – Elected Diplomate Geotechnical Engineering 2017

The Moles – Elected Member - The Moles is a group of individuals now or formerly engaged in the construction of tunnel, subway, sewer, foundation, marine, sub-aqueous, or other heavy construction projects. Learn more about the Moles [here](#).

### **Governance**

Uxbridge, MA Department of Public Works – Elected Chairman and Board Member (1986 to 1993, 3 terms)

STS Consultants, Ltd. - Elected Board of Directors (2002 to 2005)

GEI Consultants, Inc. - Elected Board of Directors (2014 to 2019)



## Standard Professional Services Agreement Instructions for Use

Agreements must be reviewed and signed by GEI individuals with appropriate review or approval authority, refer to the current Management Approval Authority matrix.

**DO NOT** deviate from the terms and conditions in GEI's Standard Professional Services Agreement, including attached Exhibits, without prior review and approval by a Risk Manager, Chief Operating Officer, or President.

**DO NOT** begin work on the project until the supporting Agreement or Contract is signed by both GEI and the Client. Exceptions must be approved in advance by the respective Regional Operations Manager, Chief Operating Officer, or President.

**DO NOT** execute any subcontract agreements until the GEI-Client Agreement or Contract is signed by both GEI and the Client. Exceptions must be approved in advance by the respective Regional Operations Manager, the Chief Operating Officer, or President.

- ✓ Edit the document electronically, or print and make edits manually – either method is acceptable. Be sure to save electronic edits with an appropriate file name. Do not include this instructions page as part of the Agreement.
- ✓ **Article 1** – For GEI, insert the full address of the “owning” GEI office; this is generally the home office of the Project Manager (PM). For the Client, obtain the appropriate address from the Client PM or authorizing individual. Notes in <brackets> may be removed when addresses are inserted electronically.
- ✓ **Articles 2 and 3** – Include the approved scope of services and schedule as Exhibit A. Insert electronically by copying appropriate content into inserted pages between the Exhibit A and Exhibit B title pages. Insert manually by placing extracted pages from the Proposal or other approved scope / schedule document behind the Exhibit A title page. It is not necessary to re-format the scope and schedule content to match the formatting and style of the Agreement.
- ✓ **Article 5** – Include the approved budget as Exhibit B. As appropriate, include the applicable rate schedule(s), special client invoice requirements, and other payment or invoicing provisions. **Remember:** All contracts over \$10,000 that include pay-when-paid terms without limitation must be approved by the Chief Operating Officer.
- ✓ **Article 7** – GEI's preferred insurance coverages and limits are included as Exhibit C. Other coverages and limits as requested by the Client may be available; check with your local Risk Manager if your client requests coverages other than those defined in Exhibit C. **DO NOT** offer higher insurance coverages or limits than those requested by the Client. **DO NOT** divulge GEI's actual insurance coverages or limits to anyone outside of GEI without express approval from your Regional Manager, the Chief Operating Officer, or President.
- ✓ **Article 13 a)** – Insert the name and address of the Client and GEI Authorized Representatives. **Note:** These individuals must have appropriate authority to make the required contractual commitments for their respective organization; for GEI, refer to the current Management Approval Authority matrix.
- ✓ **Article 13 d)** – As requested by the Client or deemed appropriate by the PM, controlling law may be revised to any U.S. state in which GEI has an office (not including Canadian provinces); this change may be made without Risk Manager review and approval.
- ✓ **Article 14** – Include any and all Additional Provisions appropriate for the contract scope of services; if the need for Additional Provisions is anticipated for future services to be added to the Agreement, the appropriate Exhibits can be included with the original Agreement or with the subsequent Amendment. Additional Provisions are considered to be part of GEI's “standard terms and conditions,” and any changes must be reviewed and approved by a Risk Manager, Chief Operating Officer, or President.
- ✓ **Article 15** – Check all Exhibits that apply to the respective Agreement; strike all that do not apply.
- ✓ **Article 16** – Agreements must be signed by a GEI individual with appropriate approval authority, refer to the current Management Approval Authority matrix.



## STANDARD PROFESSIONAL SERVICES AGREEMENT

### 1. AGREEMENT

This Agreement is made and entered into by and between

Village of Lombard, 255 E. Wilson Avenue, Lombard, IL 60148 and  
GEI Consultants, Inc., 400 N. Lakeview Parkway, Suite 140, Vernon Hills, IL 60061

By this Agreement, the parties do mutually agree as follows:

### 2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

### 3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

### 4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

### 5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

### 6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

#### 7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

#### 8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

#### 9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

#### 10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use



and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT’s sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

**11. TERMINATION AND SUSPENSION**

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT’s labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

**12. DISPUTE RESOLUTION**

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

**13. GENERAL CONSIDERATIONS**

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT’s and GEI’s representatives with respect to the services provided under this Agreement:

For CLIENT:

\_\_\_\_\_

For GEI:

Robert W. Acker  
 400 N. Lakeview Parkway, Suite 140  
 Vernon Hills, IL 60061

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party’s Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of Illinois.

- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

**14. ADDITIONAL PROVISIONS**

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

**15. EXHIBITS**

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- Exhibit F, Special Provisions for Engineering Design Services
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)




**16. ACCEPTANCE**

The parties hereto have executed this Agreement as of the dates shown below.

**For CLIENT:**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**For GEI:**

By:   
\_\_\_\_\_  
(Signature)  
Robert W. Acker, P.E.  
\_\_\_\_\_  
(Print Name)  
Vice President  
\_\_\_\_\_  
(Title)  
January 09, 2020  
\_\_\_\_\_  
(Date)





## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT A

#### Scope of Services and Schedule

Per GEI Proposal, dated January 09, 2020, for Independent Expert Services Regarding DuPage County Lawsuit – 2018 L 287, Rausch Infrastructure, LLC v. Village of Lombard



**STANDARD PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT B**

**Payment Terms**

Per GEI 2020 Fee Schedule

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT C

#### Insurance

GEI will carry the following types and amounts of insurance:

A. Worker's Compensation and Employer's Liability (statutory):

1. In accordance with the laws of the state(s) in which services are performed.

B. Commercial General Liability (CGL) Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
2. Including explosion, underground drilling excavation, and collapse hazards.
3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

C. Comprehensive Automobile Insurance:

1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

D. Professional Liability Insurance:

1. \$1,000,000 per claim and in aggregate.

## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT D

#### Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and



by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

**STANDARD PROFESSIONAL SERVICES AGREEMENT****EXHIBIT E****Special Provisions for Services of Licensed Site/Environmental Professionals**

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

**STANDARD PROFESSIONAL SERVICES AGREEMENT****EXHIBIT F****Special Provisions for Engineering Design Services**

A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction-Related Services, then CLIENT:

1. Assumes all responsibility for interpretation of the construction Contract Documents.
2. Assumes all responsibility for construction observation and review.
3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction-Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction-phase services.

B. Use of Documents.

1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.
2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the electronic files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of electronic files.



## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT G

#### Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.



## STANDARD PROFESSIONAL SERVICES AGREEMENT

### EXHIBIT H

#### Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages, and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.