



Sediment probing Proposal

Proposal Date: April 23, 2013 **Contract Start:**
Proposal #: 2790 **Contract End:**

Submitted To: Dave Lothspeich

Project: 3 Lakes Dr., Long Grove
3 Lakes Dr.
Long Grove, IL

Village of Long Grove
Long Grove IL

Scope

Mr. Lothspeich,

In order to give some sense of cost to remove the sediment that has accumulated in the subject ponds, a preliminary sediment thickness determination must be made.

With permission from owners of the property, ILM staff will be able to use a canoe or amphibious vehicle to access various areas of the pond to obtain sediment thickness and total pond depth measurements.

Data that will be generated will include:

- Pond depth contours of the three ponds
- Sediment thickness contours of the three ponds
- Estimated sediment volume in each of the three ponds
- Physical characterization of the sediment in each pond
- Preliminary ideas as to the source of the sediment

ILM could be available to do the probing within a week of receiving a signed contract.

Thank you,
Sandy Kubillus



**Integrated Lakes
Management, Inc.**

Sediment probing
Proposal for: 3 Lakes Dr., Long Grove

April 23, 2013

Sediment probing 3 ponds

Price

Probe 3 ponds to determine sediment thickness, create maps and characterize sediment.

\$450.00

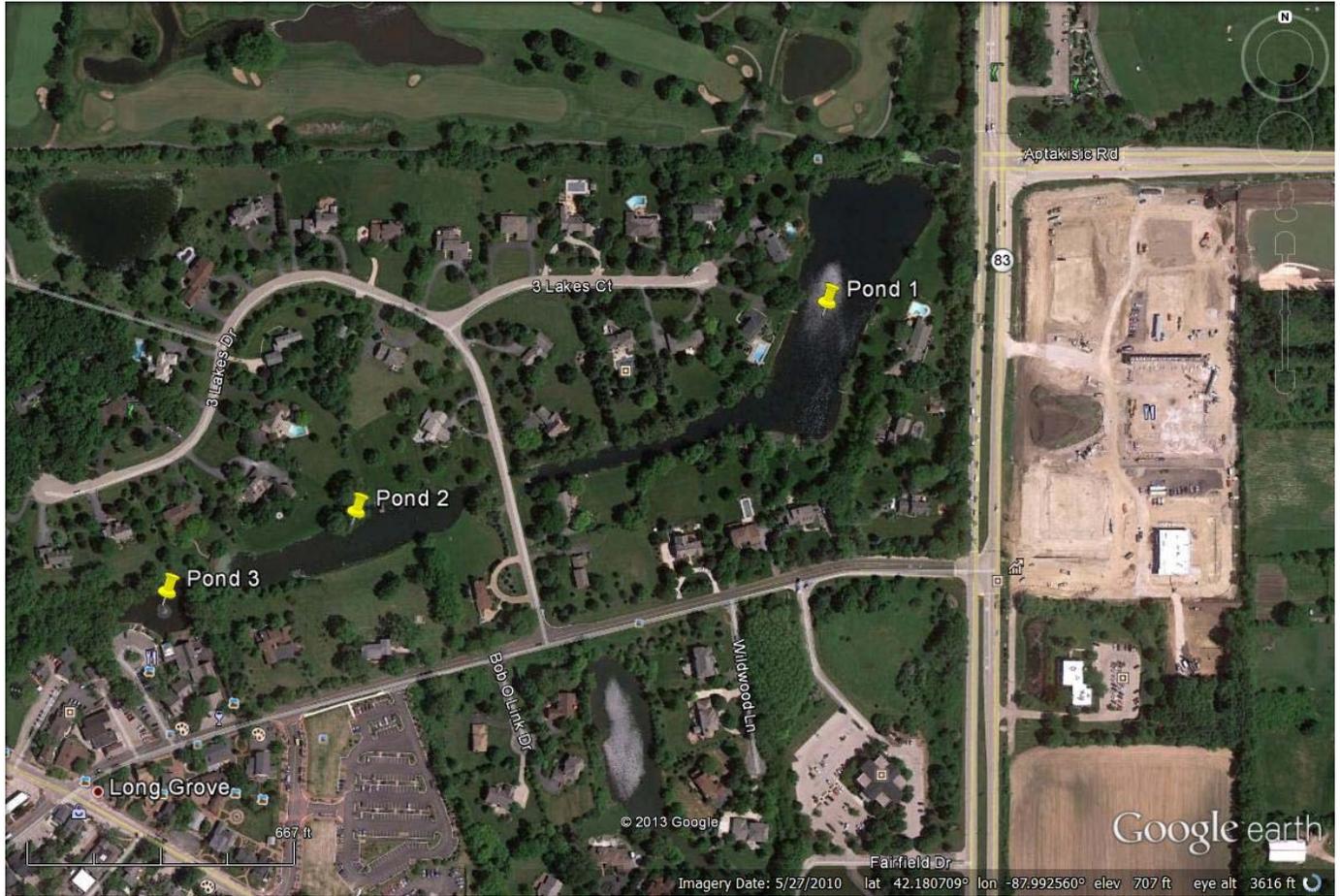
Total Price

\$450.00

By: _____
Sandy Kubillus
Integrated Lakes Management

Date

Accepted: _____
Date



3 Lakes Dr., Long Grove

Terms & Conditions

TERMS AND CONDITIONS

Scope of Work and Time Limit. This proposal is valid for a period of 30 days from the date of submission. The scope of work is identified in the proposal. If Client acceptance and authorization is not received within 30 days, Integrated Lakes Management (ILM) reserves the right to renegotiate the estimated costs, schedule for completion, and overall scope of work. ILM also reserves the right to renegotiate the contract, if the client alters the scope of work presently included in the proposal.

Fees for Professional Services. Services which are billed at Time and materials (specified in proposal) will be charged in accordance with current labor rates. Billings will also include costs of travel time spent on the project or time spent on report preparation by professional, technical or clerical staff. Such Time and Materials projects presented on our proposal are for budgeting purposes only and the proposal is not a fixed lump-sum bid. If it is apparent that the budgetary estimate is not sufficient to complete the project in a satisfactory manner ILM shall notify client prior to exceeding the prescribed total cost estimate or proceeding to the next step when the cost overrun occurs at a particular step.

Right of Entry. The client will furnish right-of access on the land and water for ILM staff to perform necessary fieldwork and investigations. ILM will take reasonable precautions to minimize damage to the land or water.

Physical Conditions - Underground Facilities. ILM shall have full responsibility for reviewing and checking all information and data provided by owners of all Underground Facilities (including Utilities), the cost of all of which will be considered as having been included in the Contract Price.

Samples. Samples obtained from the Client's premises will be destroyed approximately 30 days after they were collected unless otherwise directed by the Client. Samples will be returned to the Client for the agreed upon charges, or ILM will store them for a fee.

Insurance. ILM is currently licensed by the State of Illinois, Wisconsin, and Georgia for application of herbicides (Certification Number CA 09751695) for commercial purposes. This certification/permit requires the existence of insurance underwriting meeting state requirements for liability coverage. ILM has increased this coverage to provide additional general liability and professional services liability up to a limit of \$2,000,000.00. This policy covers: Comprehensive, Completed Premises /Operations, Personal Injury, Broad Form Property Damage, Products/Completed Operations. A \$5,000,000.00 Umbrella policy is separately underwritten by Chartis Insurance, policy #015273291. Our Workman's Compensation is underwritten separately. Certificates are available upon request. ILM shall add Client, at the Client's request, as a named insured to its liability insurance policy and provide Client with a Certificate of Insurance evidencing such endorsement, prior to commencing work. If applicable, Client shall pay the cost of being added as an additional insured.

Limitation of Professional Liability. The Client acknowledges and understands the potential risks associated with the project, and agrees to limit the risk to ILM to what is a commercially reasonable amount of protection from various types of liability in connection with various types of risks associated with the project. The Client therefore agrees to limit ILM's liability to the Client and to all contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services under this agreement except if the damage or injury claimed resulted from ILM's negligence such that its total aggregate liability shall not exceed the total insurance proceeds paid on behalf of or to ILM by ILM's insurers. ILM shall procure and maintain professional liability insurance in an amount not less than \$1,000,000.00 and provide proof of same to Client per the Client's request.

Invoices. Invoices could be submitted to the Client at three times: **a)** Upon acceptance of this proposal (as a mobilization fee); **b)** monthly with the submission of progress reports; or **c)** upon completion of project or service. Payment is due upon receipt of invoice. A 1.5% per month service charge is added to all accounts more than 30 days past due. Client shall reimburse ILM for all costs and expenses, including court costs and reasonable attorney fees, incurred by ILM in collecting delinquent fees for services performed as part of this agreement.

Warranty. Professional services will be performed, data obtained and report (recommendations) prepared in accordance with currently accepted lake management principles and practices.

Termination. This Agreement may be terminated for good cause only, upon ten (10) days written notice to either party. Notification of termination shall be made in writing to client. In the event of termination the client agrees to pay for all of the services and expenses incurred by ILM prior to the date of withdrawal. These costs may include mobilization fees, material costs, and clerical time.

Lien Notice.

As required by Illinois and Wisconsin lien laws, ILM hereby notifies owner that persons or companies furnishing labor or materials for improvement on the owner's land may have lien rights if not paid.

Interpretation and Enforcement. This agreement shall not be modified except by written agreement signed by both the client and ILM. This agreement shall be binding upon the client and ILM, their heirs, successors, and assigns. Lake County Illinois shall be the venue for the resolution of any dispute arising under this agreement.