



Sand & Gravel, Inc.

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FILL AGREEMENT CLEAN CONSTRUCTION DEMOLITION DEBRIS ANTIOCH PIT

PURPOSE OF AGREEMENT

This document constitutes an Agreement between Thelen Sand & Gravel, Inc. (“Thelen”) and the Site Owner or Operator identified below (“Customer”) to allow the Customer to deposit Uncontaminated Soil and/or Clean Construction or Demolition Debris (“CCDD”) on designated properties owned and/or operated by Thelen.

AGREEMENT TERMS AND CONDITIONS

The Customer, as the Site Owner or Operator of fill materials on record with Thelen, agrees to the following terms and conditions under this *Fill Agreement*:

This Agreement, along with a fully completed *Material Profile Sheet* AND *an Uncontaminated Soil Certification Form* (IEPA required form) must be submitted for EACH project/jobsite.

The Customer understands that only Uncontaminated Soil and CCDD as defined in 415 ILCS 5/3.160 is permitted for deposit on designated Thelen properties. “*CCDD*” is defined under Illinois statute as follows: “Uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement, or soil generated from construction or demolition activities.” “*Uncontaminated Soil*” is defined as “soil that does not contain contaminants in concentrations that pose a threat to human health and safety and the environment.”

Bulk loads of broken concrete and reclaimed asphalt pavement to be recycled shall be kept separate and shall not be intermixed with each other or with soil and other materials. Broken concrete and reclaimed asphalt will be placed in areas designated by Thelen employees.

The customer represents and warrants that the uncontaminated soil and/or CCDD to be deposited at Thelen will satisfy the conditions contained herein and are not subject to any Federal, State or Local treatment, storage or disposal restrictions. This includes any materials or wastes that are defined as “special”, “hazardous” or “toxic” by the United States government or the State of Illinois.

Customer further represents and warrants to Thelen that the information provided to Thelen regarding the source, nature and quantity of fill materials deposited from the above project or source are in compliance with the definition of Uncontaminated Soil and CCDD as described in this Fill Agreement and as set forth in 415 ILCS 5/3.160. Customer hereby further represents and warrants to Thelen that the uncontaminated soil and/or CCDD being deposited was not removed from a site as part of a cleanup or removal of contaminants, including, but not limited to, activities conducted under CERCLA, RCRA, LUST or other similar state and federal remediation program.

The Customer understands that Thelen has the sole discretion to randomly inspect, screen and analyze the uncontaminated soil and CCDD deposited from each of the Customer’s projects. In accordance with Illinois State statutes, Thelen will document and archive the records of all uncontaminated soil and CCDD deposited from each project.

Thelen Sand & Gravel, Inc. reserves the right to inspect the excavating project or material source, prior to, during, or after acceptance of any uncontaminated soil or CCDD. Thelen may reject any Customer deposits and terminate this Agreement if an investigation of the project or source indicates the presence or potential presence of any contaminant that does not meet the standards for acceptance of uncontaminated soil and/or CCDD as set forth in 415 ILCS 5/3.160 and related administrative rules. Thelen reserves the right to reject any load at any time for any reason.

INDEMNIFICATION

The Customer shall protect, hold harmless, defend and indemnify Thelen and its officers, employees and agents from and against any liability for losses, claims, demands, suits or judgments and any payments made in settlement thereof, including but not limited to, reasonable attorney’s fees and litigation expenses, investigation and clean-up costs, consultant fees and investigation fees and investigation fees which arise out of, are incidental to, or connected with one or more of the following:

- (a) death, injury or damage to persons or property or claim of breach of any requirement imposed by any State, Federal or Local government authority, whether judicial, administrative or legislative, arising out of, incidental to, or connected with Customer’s agents or employees acts, omissions or deposits of uncontaminated soil or CCDD at/on Thelen properties or connected with the presence of Customer trucks or trucks under hire to Customer, on Thelen operated CCDD facilities; and
- (b) any breach of any reason representation, warranty covenant or certification made by Customer to Thelen; and
- (c) Customer’s negligent or intentional acts, omissions and breaches of duty; and
- (d) any investigation or monitoring of project conditions or any clean-up, containment, restoration, removal or other remedial work required under any applicable Federal, State or Local law, by any judicial order or by any governmental entity arising out of, incidental to, or connected with Customer’s acts, omissions and/or deposits of uncontaminated soil or CCDD on Thelen operated CCDD facilities.

The parties acknowledge that Customer’s indemnification of Thelen as provided herein shall survive the termination of this Agreement. If any other provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Site Owner or Operator (Company Name)

Date

Signature of Site Owner or Operator

Print Name & Title/Position

****This document must be completed by the Site Owner or Operator and returned to Thelen’s Antioch office or faxed/emailed to the attention of Chad Taylor at (847) 395-3452 or taylorc@thelensg.com, at least 48 hours prior to receipt of any clean fill and/or CCDD from an excavating project or material source.**