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February 25, 2016

Mr. William Heinz, P.E.  
Director of Public Works / Village Engineer  
10 South Seymour Avenue  
Grayslake, IL 60030

**Subject: Proposal for Pre-Demolition Asbestos, Lead-Based Paint, Restricted Universal Waste Assessment, and Demolition Specifications Services  
Grayslake Gelatin Factory - Grayslake, Illinois  
Proposal Number: 81.PC00004.16**

Dear Mr. Heinz:

Pursuant to your request, Huff & Huff, Inc. (H&H), a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to present this proposal to the Village of Grayslake (Client), to draft specifications for Client to request bids to perform building/structure demolition and associated site preparation work including, but not limited to: lead-based paint (LBP) / asbestos abatement; universal waste (U-waste) assessment / disposal; high-capacity water well abandonment; and UST removal at an approximate 10-acre parcel in Grayslake, Illinois ("Site").

As a precursor to preparing the specifications for building demolition and site preparation, Consultant recommends that existing data gaps that may affect the quality and reliability of the bids that are ultimately received, be addressed as part of this proposed scope of work. This work includes a comprehensive pre-demolition assessment for asbestos containing materials (ACM), LBP, restricted U-waste and other hazardous materials in accordance with Municipal, State, and Federal requirements. The findings of the pre-demolition assessment will be provided in the bid specifications and serve as a basis for the ACM and restricted U-waste abatement plan, which will occur in advance of actual demolition.

Consultant recommends this approach to obtain data to utilize within the specifications / contract documents to further refine the assumed scope with regard to proposed abatement activities prior to demolition. The costs previously presented to Client for abatement included significant assumptions based on the walk-thru assessment. Conducting the survey / assessment in advance of the specifications / contract documents allows the scope to be more accurately defined and therefore obtain bids that more accurately reflect the existing conditions, thus lessening the potential for current assumptions that may increase the costs presented on the bids.

Pre-demolition surveys are required by the United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) provided in 40 CFR 61 and Illinois Administrative Code (IAC) Title 77, Chapter I, Subchapter p, Part 855. The

United States Department of Labor, Occupational Safety and Health Administration (OSHA) also requires that materials containing asbestos be identified prior to initiating demolition activities. Consultant's inspection of the buildings is intended to provide Client and its contractors with an understanding of the types of building systems and materials that may contain asbestos and will support Client's reporting and regulatory requirements related to building demolition and management of the associated demolition debris. The proposal is subject to the Limitations provided in Appendix A.

## 1. BACKGROUND

Consultant has previously provided Client with a Phase II Limited Subsurface Investigation and Probable Remedial Cost Report (Ph II Report), dated October 9, 2015. The purpose of the prior activities by Consultant was to review the sites historic documentation, including a Phase I Environmental Site Assessment (Ph I ESA) Report and other historic documentation identifying specific Recognized Environmental Conditions (RECs); perform a series of soil borings with soil and groundwater sample collection / laboratory analysis and compare results to applicable remedial objectives; and to obtain costs from subcontractors to identify costs related to other environmental and acquisition liabilities.

The findings as reported by Consultant in the Ph II Report identified a preliminary cost estimate of \$1,206,322 plus a recommended 20% contingency to address potential cost uncertainties. In addition, the budgetary costs presented by various subcontractors included several assumptions and caveats due to unknown conditions that may affect the final costs in both the bidding and final costs incurred per the information contained on the individual estimates. To derive that cost estimate, Consultant included the following cost breakdowns:

• Probable Remedial Costs (Consultant / Engineer Costs)	= \$ 190,850.00
• Pre-Demo Asbestos Survey / U-Waste Assessment (GZA)	= \$ 8,000.00
• Asbestos / Lead-Based Paint Abatement (M&O)	= \$ 399,190.00
• Building / Structure Demolition (Brandenburg)	= \$ 531,082.00
• <u>Water Well Abandonment (Water Well Solutions)</u>	= \$ 77,200.00
Sub-total	= \$1,206,322.00
<u>20% Contingency</u>	= \$ 241,264.40
Total Preliminary Cost Estimate	= \$1,447,586.40

## 2. PURPOSE

Consultant understands that Client has acquired the Site and that site preparation work is required to bring Site to a condition that is ready to consider the next potential land-use. Therefore, the demolition and ancillary services are required to get the property to the desired condition. Consultant understands that due to cost constraints, Client is seeking to undertake the proposed site preparation work in a phased approach. Consultant has used its knowledge of the previously obtained costs to derive the following proposal and recommended project phasing presented below with the anticipated 3 Project Phases as presented below.

- **Project Phase I:** Pre-demolition asbestos, LBP, and U-waste assessment, reporting and preparation of specifications / contract documents development;
  - Phase I Timeline: 6 weeks from NTP
  - Phase I Costs: \$28,000
- **Project Phase II:** High capacity water well abandonment; UST removal, U-waste disposal and asbestos / lead-based paint abatement; and Consultant/Engineer involvement;
  - Phase II Timeline: Up to 32 weeks (8 months) if tasks not conducted concurrently;
  - Phase II Costs: \$628,740 (\$754,488 with 20% contingency)
- **Project Phase III:** Building / Structure demolition; and Consultant/Engineer involvement
  - Phase III Timeline: Up to 40 weeks (10 months)
  - Phase III costs: \$569,582 (\$683,498 with 20% contingency)

### 3. SCOPE OF WORK

The Scope of Work for this project has been preliminarily developed based on Consultant's understanding of the project from prior involvement with the Phase II Limited Subsurface Investigation and identification of Probable Remedial Costs, and on-Site reconnaissance with reputable asbestos abatement and demolition contractors. The scope and fee presented below is specifically to address activities recommended for Project Phase I.

#### **Task 1 – Pre-Mobilization Activities**

This task includes coordination with Client to obtain site plans / documents identifying floor plans within each structure and coordination with any necessary subcontractors and Village officials. This task is not intended for Consultant to develop floor plan figures from scratch, but rather, it is intended to obtain existing site plans / documents that were previously observed in the basement vault within the office building at the Site.

In addition, this task includes the development of a site-specific Health & Safety Plan (HASP) for use during the proposed pre-demolition assessment.

#### **Task 2 – Pre-Demolition Asbestos, LPB, and Restricted U-Waste Assessment**

Consultant will mobilize to the site to conduct the pre-demolition asbestos, LBP, and restricted U-waste assessment. The intent of the Consultant's work will be to conduct surveys and sampling of suspect materials within accessible interior and exterior portions of the Site buildings.

Due to the nature of the existing structures, the costs include a high-lift machine to safely access elevated portions of the structures. For the purposes of this proposal, 2 days of field effort are assumed for a field crew of up to 3 technical specialists.

#### **Pre-Demolition Asbestos Assessment**

Our assessment will focus on sampling of suspect ACMs within accessible interior and exterior portions of the Site Buildings. Suspect ACMs to be sampled may include both friable (easily reduced to powder by hand pressure) and non-friable materials such as thermal system insulation

(TSI) on pipes, boilers, hot water tanks and related items; surface coatings such as fireproofing materials applied to floor decking, plaster and sheetrock (drywall) systems, or acoustic and/or architectural surfacing applied to ceilings or columns; and miscellaneous suspect ACMs including cementitious panels and pipes, transite, chalkboards, sheet vinyl flooring and floor tiles and associated mastics; roofing materials that are accessible in a safe manner (some portions of roofs were noted to be structurally compromised and therefore unsafe for a complete assessment of suspect ACMs. Consultant will not perform a survey of electrical systems, heating, ventilation, air conditioning and other mechanical systems of the building without written consent, as detailed in Exhibit A.

An asbestos inspector accredited by the USEPA and Illinois Department of Public Health (IDPH) will conduct the inspections of the Site buildings. Suspect ACM identified by Consultant will be documented on a floor plan, sampled, and submitted for laboratory analysis. The actual number of samples to be collected and analyzed will depend on the number of different types of suspect ACM observed.

Bulk samples of suspect ACMs will be collected and submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) approved laboratory for asbestos content analysis by USEPA polarized light microscopy (PLM) methodology. For the purposes of this proposal, up to 400 bulk samples from the building will be collected and potentially analyzed by the laboratory.

Consultant will use reasonable efforts to estimate the quantities of asbestos in areas not readily observed or accessible, but cannot guarantee that all ACMs will be identified, particularly in areas where multiples layers of materials are present or where suspect ACMs are behind walls, ceilings, etc. Repairs to areas disturbed by sampling are not included as part of this proposal.

#### Restricted U-Waste Assessment & PCBs

Consultant will visually evaluate the Site buildings for the presence of hazardous or potentially hazardous materials, including restricted U-wastes including polychlorinated biphenyl (PCB)-containing ballasts, mercury containing switches, fluorescent lamps, and refrigerants. We will inventory any abandoned containerized materials observed, which may include chemical products (ie: acids, caustics, miscellaneous chemicals, etcetera), petroleum products (ie: fuel, hydraulic/motor oils, paints, and thinners), and gasses (ie: carbon dioxide, propane, halons, and chlorofluorocarbons).

In addition, Consultant will make observations as to whether building materials may be impacted by hazardous waste or petroleum hydrocarbons that may require cleaning, special handling, and/or disposal prior to or during demolition.

Consultant will also collect samples of paint, window caulking, glazing, or sealants and submit up to 5 samples for PCB analysis by USEPA Method 608/8082. Please note that if PCBs are detected in building materials at concentrations that equal or exceed 50 parts per million (ppm), then the requirements of the Toxics Substances Control Act (TSCA), 40 CFR Part 761, will apply to the abatement of these materials, potentially resulting in significant additional compliance requirements and costs.

### LBP Assessment

Consultant proposes to conduct a limited LBP assessment in accordance with Municipal and State requirements. The LBP assessment will include lead paint testing as necessary to complete an OSHA lead paint survey, which includes testing of representative areas of interior and exterior painted surfaces. The results can be used to determine compliance with OSHA Lead in Construction regulations for demolition and to determine if any LBP chips need to be disposed of as a hazardous waste.

The LBP survey will include a general paint conditions assessment of readily accessible painted surfaces on the interior and exterior of the building. The inspection will include the collection and lead analysis of up to 30 paint samples. This inspection is not intended to identify and sample every painted surface; however, is proposed to assist Client in identification of LPB that may become disturbed during demolition of the buildings.

This will include assessment of metal surfaces with flaking paint and also painted masonry surfaces. To consider other select RCRA metals that may be present at concentrations of potential concern (ie arsenic, cadmium, chromium, mercury, and zinc), an additional 5 samples are included for these additional metals via total analysis method and 5 samples for toxicity characteristic leaching procedure (TCLP) if necessary based on the total results.

### **Task 3 – Report and Client Meetings**

A summary report will be prepared for each of the Site buildings following completion of the initial assessments. The report will contain a summary of the work performed, lab analyses, locations and estimated quantities of identified ACMs, LBP, restricted U- and hazardous waste materials. This documentation will be instrumental for inclusion in the proposed specifications / contract documents to provide bidding contractors with an accurate assessment of current conditions to derive accurate and focused bid amounts.

Please note that Consultant often provides the role of construction manager, general contractor, or owner's representative during the actual abatement and demolition of structures on a variety of projects and settings. Because of this experience, we can provide added value to Client as the project progresses through the 3 identified Project Phases.

### **Task 4 – Specifications / Contract Document Development**

Consultant will prepare an interior ACM and hazardous materials abatement and subsequent demolition activities bid package to present to Client. Consultant understands Client will provide standard Contract Terms language to the bid package document. The bid package will include administrative and general conditions requirements of the work, outline the responsibilities of the contractor, Client, and construction manager, and include the Client-provided contract language under which the work will be performed.

The administrative and general conditions prepared for the bid package will include the project specific commercial bidding requirements outlined in the *Master Agreement*. The bid package will include asbestos and hazardous materials summary tables including locations and estimated quantities of identified items and technical specifications for the removal of identified ACMs and associated restricted U- and hazardous waste materials. The technical specifications will indicate

the project requirements to be adhered to by the abatement contractor, including regulatory requirements of the State of Illinois and the Federal Government pertaining to asbestos abatement and hazardous materials work.

At a minimum, the bid package will include technical specifications for health and safety; permits and approvals; submittals; hazardous material and asbestos removal, containerization, clearance testing, and off-site disposal; materials management; and environmental monitoring and controls. In addition, the specifications will include a measurement and payment section and bid form. A draft version of the package will be provided to Client for review prior to preparation of the final version. Following preparation of the final version of the bid documents, Client will publish the bid documents in accordance with the project specific bidding requirements outlined in the *Master Agreement*.

#### 4. PROJECT COSTS

The estimated cost for completion of Tasks 1 to 4 are presented on the attached tables. Consultant proposes to complete this project on a Time & Materials Basis with a not-to-exceed cost of \$28,000.00, unless additional services are requested by Client that are outside of the scope of this proposal. If this occurs, Consultant will provide supplemental scope and fee to address Client requests.

Should out of scope services be requested, billings will be based on time and materials in accordance with the attached Schedule of Fees. Consultant will invoice these services monthly for work completed. Payment will be due to Consultant thirty (30) days after receipt Consultant's invoice. A charge of 1-1/2% per month from the 30th day will be accrued for late payment.

#### 5. PROJECT SCHEDULE

Based on our current understanding of the project, Consultant will begin our services upon receiving notice to proceed (NTP). Conditional upon access to the site for subsurface investigation, Consultant anticipates completion of Tasks 1 to 3 within 4 weeks of the NTP and an additional 2 weeks for Task 4.

#### 6. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2008 by GZA GeoEnvironmental, Inc.

Site: Grayslake Gelatin Company

These Terms and Conditions, together with Consultant's Proposal, make up the Agreement between with Consultant, Village of Grayslake, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND HUFF & HUFF, INC., A SUBSIDIARY OF GZA, (HEREIN) AFTER REFERRED TO (H&H).**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.

**2. Standard of Care.** H&H will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**

**3. Payment.**

- a. Except as otherwise stated in the Proposal, you will compensate H&H for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in H&H's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees.

**4. Your Responsibilities.**

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
  - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and H&H, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
  - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
  - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

**5. Right of Entry.** You grant H&H and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for H&H to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify H&H for any claims by the site owner related to alleged trespass by H&H or its subcontractors.

**6. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H.**

**7. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of H&H or other contractor/consultant(s), which audit may require additional services, even though H&H and such H&H Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate H&H for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

**8. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. H&H will not have responsibility for or control of the site or of operations or activities at the site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold H&H harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of hazardous waste.

**9. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities or the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

**10. Changed Conditions.**

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, H&H will be entitled to terminate its services and to be equitably compensated for the services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.

**11. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

**12. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.

**13. Confidentiality; Subpoenas.** Information about this Agreement and H&H's services and information you provide to H&H regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

**14. Insurance.** During performance of the services, H&H will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. H&H will furnish you certificates of such insurance on request.

**15. Indemnification.** You agree to hold harmless, indemnify, and defend H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by H&H's negligence or willful misconduct.

**16. Limitation of Remedies.**

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by H&H within one year of substantial completion of the services.
- d. H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. H&H will not be liable to you or the site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
- f. You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent.

**17. Disputes.**

- a. All disputes between you and H&H shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

**18. Miscellaneous.**

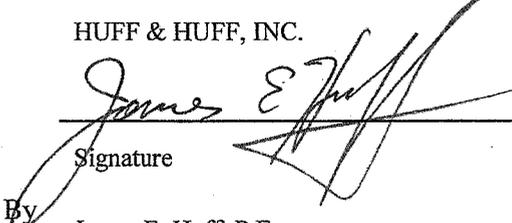
- a. Illinois law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.

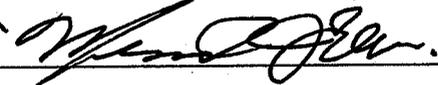
BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT  
HUFF & HUFF, INC.

CLIENT  
VILLAGE OF GRAYSLAKE

  
\_\_\_\_\_  
Signature

YBK   
\_\_\_\_\_  
Signature

By James E. Huff, P.E.  
\_\_\_\_\_  
Typed Name

Mike Ellis  
\_\_\_\_\_  
Typed Name

Principal  
\_\_\_\_\_  
Officer's Title

Village Manager  
\_\_\_\_\_  
Officer's Title

February 25, 2016  
\_\_\_\_\_  
Date

3/21/16  
\_\_\_\_\_  
Date

**HUFF & HUFF, INC.**

**2016 FEE SCHEDULE**

This statement is being furnished to you in the interest of enhancing your understanding of our billing policies and procedures. Each employee is assigned an hourly rate and records his or her time for each project. Each invoice identifies each person that charged time to the project, hours spent and total cost for each individual. All time spent traveling on client business is included in the time charged to a project.

The Project Manager responsible for preparation of your statement reviews the time records before rendering a bill for adjustments in the statement where appropriate in the judgment of the Project Manager. For example: time may be adjusted downward for duplication of effort, for training time beyond the normal adjustments for technical experience already factored into our hourly rates, or in other situations where it would not be fair to charge you for the full time spent on your project.

Listed below is our 2016 Fee Schedule. These rates are adjusted annually, effective March 1 of each year, to reflect changes in salaries, overhead, and the experience of individuals. Overtime is charged at the same hourly rates listed below.

<u>Professional Services</u>		<u>\$/Hour</u>
	Principals	\$195.00
	Senior Staff (Engineers/Scientist)	\$92.50 – 180.00
	Project Engineers/Scientist	\$62.00 – 125.00
	Designer/Senior CAD	\$122.00
	Technicians/CAD	\$65.00 – 90.00
	Clerical	\$65.00 – 108.00
 <u>Travel</u>		
	Corporate vehicles	\$0.575/mile
	Personal vehicles	\$0.575/mile
	All other travel	Cost
 <u>Reproduction</u>		
In-house	Black & White	\$0.11/copy
	Color-8-1/2" x 11"	\$0.50/copy
	Color-11" x 17"	\$1.00/copy
	Plotter-24" x 36"	\$9.00/copy
	Binding accessories	Cost
Outside		Cost + 10%

<u>Field Work</u>	\$30.00/day/person
(Includes minor supplies, equipment, work clothes, cleaning, etc.)	
Includes company Cellular phone use – field work & travel days	
Bailers	
Regular	\$10.50/each
Hydra-Sleeve, 1.6”	\$19.00/each
Hydra-Sleeve, 2.0”	\$28.00/each
5035 Method Sets	\$13.20/set
<u>Analytical</u>	Cost + 10%
<u>Outside Services</u>	
Subcontractors	Cost + 10%
Supplies (Significant)	Cost + 10%
Postage	Cost + 10%
<u>Equipment Rental</u>	
In-house: PID Meter	\$100/day or \$300/week
Jerome Meter	\$100/day or \$300/week
Noise Meter	\$40/day or \$120/week
D.O. Meter	\$25/day or \$75/week
G.P.S. Unit	\$100/day or \$300/week
Water Depth Measurer - Deep	\$200/day or \$600/week
Misc. Measuring Equipment	\$30/day or \$90/week
Peristaltic Pump	\$50/day or \$150/week
Infiltration Rings	\$50/day or \$150/week
Boat Rental	\$75/day or \$225/week
Transducer	\$175/use/Each
Pump Test	\$500/use
Fish Shocker	\$200/day
SCUBA Equipment	\$100/day
SOD Chambers	\$200/day

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**Exhibit A**

**Specific Terms and Conditions of Proposal**

**Asbestos, Lead-Based Paint and Universal and Hazardous Materials Surveys**

Client Name: Village of Grayslake, IL  
Client Address: 10 South Seymour Avenue  
Grayslake, IL 60030  
Site Location: 40 and 103 Railroad Avenue  
Grayslake, IL 60030  
Proposal No.: 81.PC00004.16

**Terms and Conditions of Proposal:**

1. The surveys will not include non-building components, including but not limited to office equipment, chairs, desks, tables, cabinets, wall hangings and other equipment and materials used or stored by the former/current occupant.
2. Homogeneous material samples will be collected from reasonably accessible areas only. Destructive investigation methods will be employed at the discretion of the inspector to identify materials not readily visible. If Client or the current occupant have certain building materials or systems that Client or current occupant do not want damaged, Client or current occupant shall provide a list of the building materials or systems that should not be damaged prior to the start of field work.
3. Destructive asbestos sampling of the roofing systems of the buildings will not be conducted unless Client instructs Consultant to perform this service. If instructed by Client to perform destructive asbestos sampling, roofing systems damaged during the sample collection process will be field-patched using non-asbestos-containing sealants. Consultant does not guarantee that the field patch will return the roof system to a weather-tight condition. Client should also be aware that roof sampling activities may void material manufacturer or contractor warranties.
4. Inspection of the exterior structure and roof may not be conducted in inclement weather if deemed to pose employee safety issues. Inclement weather may include, but is not limited to, electrical storms, conditions which may cause excessive wind and blizzard or white-out conditions. Additionally, roof inspections may be limited due to snow and ice accumulation.
5. Inspection of areas within or associated with the buildings may not be conducted if deemed to be unsafe or pose employee safety issues. Unsafe conditions that may prevent inspection include, but are not limited to, structurally damaged roofing and load bearing systems and partial or entire building damage caused by fire, natural disaster, vandalism, or other damaging forces.
6. Energized building systems are excluded from the scope of this inspection. Energized building systems may include the following:
  - Electrical;

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PREPARED AT THE REQUEST OF COUNSEL**

**EXHIBIT A  
(CONTINUED)**

- Boiler/furnace heating; and
- Mechanical (including, but not limited to, elevator, air handling units and conveyors).

An evaluation of the electrical system can only be conducted upon receipt of written documentation by the local electrical company confirming termination of electrical service to the structure has been completed. An evaluation of the electrical system will result in permanent damage to the electrical system. The structure's electrical system should not be energized following the asbestos inspection unless tested and approved by a certified electrician. The evaluation of the electrical system should be completed prior to demolition of the structure.

An evaluation of the boiler/furnace heating and other mechanical systems can only be conducted upon receiving written authorization, as inspection may result in permanent damage to the systems. The boiler/furnace heating and other mechanical systems should not be energized following the asbestos inspection unless tested and approved by a certified technician. The evaluation of the boiler/furnace heating and other mechanical systems should be completed prior to demolition of the structure.

7. The proposal assumes that 400 samples will be collected for PLM asbestos analysis. The estimates are based upon our initial impressions of the building square footages and are not based on reconnaissance of the buildings. It may be determined during the field inspection that additional samples are necessary to evaluate the buildings. Additional samples will result in additional costs. The cost estimate also assumes a standard analysis turnaround time of seven days. A faster turnaround time will result in additional analytical costs.
8. The proposed scope of work and cost estimate assume that architectural drawings (floor plans) will be provided electronically, which illustrate the interior floor plans and limits of renovation/demolition. In the absence of available electronic plans, Consultant assumes that paper copies of building plans are available, which illustrate the interior floor plans and limits of renovation/demolition. If electronic or paper building plans are not available, Consultant will prepare approximate floor plans for each building. Floor plans created by Consultant will not be created electronically, will not be to scale and will provide only approximate dimensions.