

**VILLAGE OF GRAYSLAKE
PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT is dated as of the 26th day of August, 2016 ("Agreement"), and is by and between the **VILLAGE OF GRAYSLAKE**, an Illinois municipal corporation ("*Village*") and the Consultant identified in Section 1A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. Engagement of Consultant. The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("*Consultant*"): Huff & Huff

Address: 915 Harger Road, Suite 330
Street

Oak Brook, IL 60523
City State Zip

Telephone No.: (630) 684-4406

Email: jreynolds@huffnhuff.com

Project Name/Description: MUNICIPAL ENGINEERING SERVICES

B. Project Description. Consultant shall provide engineering consulting services relating to municipal engineering services per **Exhibit A** as requested or directed by the Village President or his designee.

C. Representations of Consultant. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting engineering services ("*Services*") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

D. Fees for Services. The Consultant shall invoice the Village for Services provided in accordance with the fee schedule ("*Schedule*") attached as **Exhibit B** to this agreement.

SECTION 2. SCOPE OF SERVICES.

A. Retention of the Consultant. The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

B. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. Commencement; Time of Performance. The Consultant shall be prepared to commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("***Commencement Date***"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village.

D. Reporting. The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Invoices and Payment. The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in such invoice for the Services shall be based on the rates set forth in the Schedule. The Village shall pay to the Consultant the amount billed within 60 days after receiving such an invoice.

B. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the Village to inspect and audit all data and records of the Consultant for work done under the Agreement. The billing records shall be made available to the Village at reasonable times during the Agreement period, and for a year after the termination of the Agreement.

C. Taxes, Benefits, and Royalties. Each payment by the Village to the Consultant includes all applicable federal, state, and Local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

D. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the Village of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Key Project Personnel. The Key Project Personnel have been identified by the Consultant as Jeremy J. Reynolds and John Eisele. These individuals shall be primarily responsible for carrying out the Services on behalf of the Consultant, with Jeremy J. Reynolds as the primary contact. The Key Project Personnel shall not be changed without the Village's prior written approval.

B. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Personnel. The Consultant shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

C. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the Village, the Consultant shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "*Confidential Information*" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of said information to the Consultant under this Agreement ("*Time of Disclosure*"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. STANDARD OF SERVICES AND INDEMNIFICATION.

A. Representation and Certification of Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice and care practiced by engineering firms in performing services of a similar nature in Northeast Illinois at the Time of Performance.

B. Indemnification. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Village, its officials, and employees (collectively, Village) against all damage, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Village agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Village's negligent acts in connection with services provided under this agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Village is legally liable. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

C. Insurance. The Consultant proposes, and agrees that the Consultant shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in **Exhibit C** to this Agreement within 10 days following the Commencement Date. Such policies shall be in forms, and from companies, acceptable to the Village. Such policies shall name the Village as an additional insured and cancellation notice recipient, including without limitation naming the Village as an additional insured. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. In the event of any such cancellation or non-renewal, the Consultant shall provide, with the notice thereof, evidence of replacement insurance. The insurance coverages and limits set forth in Exhibit C shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on the Consultant's duty to carry adequate insurance or on the Consultant's liability for losses or damages under this Agreement. Consultant and a representative of Consultant's insurer must execute the certification of insurance coverage attached as Exhibit D.

D. Subcontractor Insurance. Unless otherwise provided in the Exhibit C, Consultant shall not allow any Subcontractor to commence or continue any part of the Work until and unless such Subcontractor provides and has in force Comprehensive General Liability insurance coverage equal to \$1,000,000 or the amount of its Subcontract, whichever is greater, and Workers' Compensation and Employer's Liability and Comprehensive Motor Vehicle Liability insurance coverages equal to those required of Consultant by this Agreement.

F. No Personal Liability. No elected or appointed official, or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not

exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Proposal.

E. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

F. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance of and the completion of the Services and with any other consultants engaged by the Village.

G. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Manager.

H. Ownership. Designs, drawings, plans, specifications, photos, reports, information, electronic data and files, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("***Documents***") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

I. Records. Consultant agrees to maintain the records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Consultant shall produce records that are responsive to a request received by the

Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the Act, then Consultant shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 8. GENERAL PROVISIONS.

A. **Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. **Assignment.** This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Mike Ellis
Village Manager
Village of Grayslake
10 South Seymour Avenue
Grayslake, Illinois 60030

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Huff & Huff, Inc.
915 Harger Road, Suite 330
Oak Brook, IL 60523

Attention: Jeremy J. Reynolds

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against either party as this Agreement has been entered into for the sole benefit of the parties.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. Time. Time is of the essence in the performance of this Agreement.

H. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

J. Authority to Execute.

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

L. Waiver. Neither the Village nor the Consultant shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Consultant to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Consultant's right to enforce such rights or any other rights.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

N. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

O. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

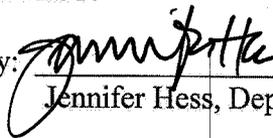
P. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

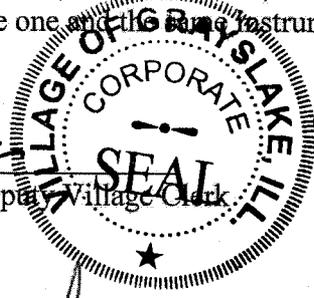
Q. Exhibits. Exhibits A, B, C, and D are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

R. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

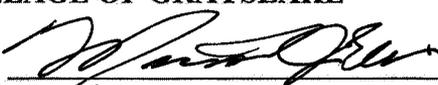
S. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ATTEST:

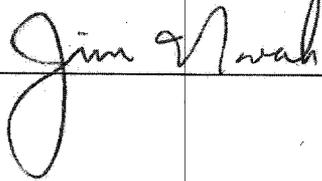
By: 
Jennifer Hess, Deputy Village Clerk



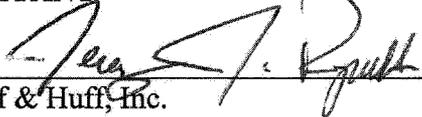
VILLAGE OF GRAYSLAKE

By: 
Michael J. Ellis, Village Manager

ATTEST:

By: 

CONSULTANT

By: 
Huff & Huff, Inc.
Jeremy J. Reynolds – Associate Principal



A Subsidiary of GZA

GEOTECHNICAL

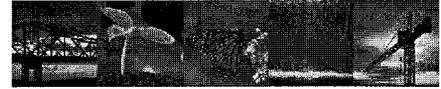
ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

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August 9, 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 Contract Administration & Engineering Services

Project: Grayslake Gelatin Factory - Grayslake, Illinois

Proposal: No. 81.PC00003.17

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 provide Engineering and contract administration services following the submittal and publication of specifications to solicit bids for pre-demolition activity (including but limited to lead-based paint (LBP) / asbestos abatement; universal waste (U-waste) assessment / disposal) and demolition activity for three buildings and including UST removal at an approximate 10-acre parcel in Grayslake, Illinois ("Site").

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. Subsequent to that, Consultant also provided Client a Pre-Demolition Asbestos, LBP, and Restricted U-waste Assessment Report dated June 15, 2016. In addition, Consultant also prepared two sets of bidding documents to solicit bids for pre-demolition and demolition activities. The bid documents were posted publicly and submitted to invited contractors on July 28, 2016. A mandatory pre-bid meeting was conducted on August 5, 2016.

Based on that meeting, some Contractors inquired if they could have the opportunity for a second site visit. Consultant has prepared a formal list of questions raised by the Contractors and preliminary responses, submitted to Client for review on August 8, 2016, which are due to Contractors on or before August 12, 2016, with final bids due to Client on August 17, 2016.



2. PURPOSE

Client has requested that Consultant provide a proposal for various Engineering services related to the administration of the bidding process, assistance with Contractor selection, involvement in the various phases of Subcontractor activity, and other, on-call services including Client/Contractor meetings, site visits, review of documentation for progress payments, oversight of environmental issues including UST removal, sampling, reporting, water well abandonment oversight and administration, and assistance with disposal of various waste streams as related to the proposed pre-demo and demo activity.

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 as discussed above.

Task 1 – Contractor Procurement Support

This task is for Consultant involvement after the mandatory Pre-Bid meeting held on August 5th related to addressing Contractors questions, submittal of bid addenda, attendance at the Contractor requested additional Pre-Bid meeting and assistance with review of submitted final bids. Once bids are received by Client on August 17, 2016, Consultant will summarize all pricing along with other relevant information, evaluate the bids along with Client, and participate in Contractor interviews (as necessary) to support the Client in the Contractor selection process. We have assumed the contractor interviews can be completed in one day.

Following completion of bid reviews and interviews, Consultant will provide a letter(s) of recommendation for Contractor selection to Client. Subsequent to issuance of the letter(s) of recommendation, Consultant will prepare and provide to the Client a draft letter(s) of award. The letter(s) of award will be finalized within one day of receipt of comments from the Client.

This task includes Consultant time for up to 2 site walk-overs, up to 2 meetings with Client and/or Contractors, document review and response preparation/submittals. Deliverables include responses to Contractor's questions, preparation of bid addenda for both the Pre-Demolition and Demolition bid packages, summary of bid pricing for both bid packages, two letters of recommendation for contractor selection, and two draft letters of award.

Task 2 – Engineering Services/Contract Administration for Pre-Demolition and Demolition

Client to engage Consultant as necessary during the execution of the pre-demolition and demolition contracts with anticipated services including site visits (currently estimated to be up to 10 weekly, partial-day visits), up to 2 meetings with Client and Contractors, review of documentation as related to project schedule and progress payments. Consultant will not be acting in a role of oversight of means and methods by Contractors or otherwise engaged in a supervisory role with regard to, but not limited to, legal, insurance, or safety issues, permit requirements, direction of work, best practices, or industry standards. However, Consultant will act as Clients liaison



to assist with administering the awarded contracts during the 2-phases of work (pre-demolition and demolition), as necessary and as requested by Client. This scope does not include costs related to disposal of any waste streams including, but not limited to asbestos containing material (ACM), lead-based paint (LBP) material, restricted and/or universal wastes, or general debris/fly dumping present on the property, including the truck/plow vehicle and semi-trailer (and its contents). It was the intention of the bidding process for those materials to be disposed of properly during the pre-demolition phase of the project. However, should it become necessary for Consultant to arrange for disposal of any specific waste streams such as the general refuse/fly dumping or certain wastes within the buildings (ie: pallets of test batch products from Hexagon Packaging including CLR and Tarn-X), Consultant will coordinate with Client to identify the waste streams and coordinate with appropriate disposal companies.

Consultant time for this task is based on an estimate of weekly partial day site visits

Task 3 – UST Removal Oversight, Confirmation Sampling, and Reporting

Consultant will mobilize to the site during the proposed removal of 2-21,000 gallon underground storage tanks (USTs) and coordinate with the UST removal contractor, to document the condition of the USTs and surrounding soils. We anticipate that the Contractor will be responsible for obtaining a landfill disposal profile for impacted spoils that may be found within the tank basin and/or within the USTs if the historic information is accurate that the USTs were abandoned by filling with sand in the 1970's. However, since Client may choose to control the fate of their spoils, Consultant has included costs for a landfill characterization sample and profiling for landfill acceptance.

The Contractor will be responsible for all permit requirements and notification of the Office of State Fire Marshal (OSFM); pre-1974 letter documentation (if applicable); and subsequent disposal of sludge, remaining product and/or impacted groundwater; UST destruction and disposal; and removal/disposal documentation requirements.

It will be the goal of Consultant to direct the Contractor to remove any incidental amounts of impacted soils for immediate disposal at an approved sanitary landfill (assumed to be Waste Management's Countryside facility in Grayslake, IL) so any minor releases are resolved during the UST removal process. Consultant will conduct confirmation sampling to document the condition of soils post-UST removal, consistent with protocols established by the Illinois Environmental Protection Agency (IEPA) to include up to 16 samples (sidewall, floor, piping trenches) for parameters consistent with the documented heating oil product, including benzene, toluene, ethylbenzene, and xylenes (BTEX) and polynuclear aromatic hydrocarbons (PNAs).

In previous work completed at the time, Consultant installed a temporary monitoring well (TMW-2) adjacent to the UST systems to a depth of 12 feet for the purposes of collecting a groundwater sample. Contaminants were not detected in the sample, however; due to the presence of groundwater, it is possible that groundwater may be encountered during the UST removal. Consultant will also be prepared, as necessary to collect a groundwater sample for documentation and/or potential disposal purposes.

If the OSFM inspector does not indicate a release during the removal, Consultant proposes to draft a memo report of the UST and soil removal activities including laboratory analytical results so the Client has documentation of the



activities and outcomes. Further, based on a review of the results in comparison to the Tiered Approach to Corrective Action Objectives (TACO) for Residential Properties from 35 ILL. Adm. Code 742), Consultant will provide additional recommendations, if applicable. If the OSFM indicates a release upon removal, Consultant will prepare the IEPA 20-Day Certification and subsequent 45-Day Report upon receipt of the laboratory analytical results. Should the results indicate that additional investigation is warranted and required by IEPA, Consultant will prepare a separate proposal to address that scope of work at a later date.

Task 4 – Water Well Abandonment Oversight

Consultant proposes to provide Engineering services and oversight related to the proposed abandonment of two (2) deep wells at the property. Specifically, the wells are reported as being 1,040 and 1,640 feet deep and the work will be done in accordance with Illinois Department of Public Health Water Well Construction Code. Previously, Consultant coordinated with Water Well Solutions Illinois Division, LLC who prepared a preliminary cost estimate for the proper abandonment of the wells which included coordination with Lake County Public Health Department, acquire and submit all necessary permitting and paperwork, and abandonment to be performed by a Licensed Water Well Contractor. It should be mentioned that the original, preliminary costs assumed there is not an unknown downhole condition regarding the well or pump that would prevent the extraction of the existing pumping equipment in a normal manner or a blockage or bridge in the borehole. In the event such a condition exists the removal of the pumping equipment from the well would be performed on a time and material basis. In addition, a downhole investigation was proposed by the Contractor to document downhole conditions, casing logs, obstructions, and depth of well prior to abandonment. Additional labor and materials may be required to seal the wells if there are large voids or fractures present in order to properly abandon the wells in accordance with State and local regulations.

Based on a discussion with Water Well Solutions prior to preparation of the bidding documents, they preferred that the Factory building be demolished prior to attempting to abandon the well within the boiler room at the southeast portion of the Factory Building to allow for unfettered access to the well location to aid in abandonment procedures. It is not currently known if Lake County prefers that wells be abandoned prior to demolition activities, and if so, a variance may be required for the inside well and the well on the outside of the Factory building (south side) may require abandonment prior to conducting pre-demolition and demolition activities.

Consultant has included time for coordination with the Client, Lake County, the well abandonment contractor, and the potential for assisting with a bidding process if required by Client.

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 \$24,450.00, 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. Client may also elect to engage Consultant on a Task by Task basis by issuing a PO for specific Tasks and incrementally authorizing Tasks as they arise.



5. PROJECT SCHEDULE

Consultant requires execution of this proposal and/or parts of the proposal, specifically Tasks 1 and 2 to continue with the current bidding process and contract administration activities. If desired, other tasks can be authorized by Client when necessary. Schedule for completion of Consultant's involvement is based on the proposed bidding schedule documented in the bid packages and as agreed upon by the selected Contractor(s) and Client.

6. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

See attached Village of Grayslake Professional Services Agreement.

EXHIBIT B

FEE SCHEDULE FOR SERVICES

Huff & Huff, Inc.

Proposal

8/9/2016

Prepared for: Village of Grayslake
Project: Gelatin Factory Engineering and Contract Administration

| Task | Hours | Labor | Reimbursables | Total |
|--|---------------|---------------------|--------------------|---------------------|
| 1 Contractor Procurement Support Engineering Services / Contract Administration for Pre-Demolition and | 34.00 | 4,163.00 | 232.00 | 4,395.00 |
| 2 Demolition | 70.00 | 8,689.00 | 337.50 | 9,026.50 |
| 3 UST Removal Oversight, Confirmation Sampling, and Reporting | 34.00 | 3,679.00 | 4,506.00 | 8,185.00 |
| 4 Water Well Abandonment Oversight | 24.00 | 2,627.00 | 266.00 | 2,893.00 |
| Grand Total | 162.00 | \$ 19,158.00 | \$ 5,341.50 | \$ 24,499.50 |

Huff & Huff, Inc.
 Proposal
 8/9/2016

Prepared for: Village of Grayslake
 Project: Gelatin Factory Engineering and
 Contract Administration

| Task | Hours | Labor | Principal Jim H | Assistant PM Engineer I Jill | Senior Scientist PM Jeremy | Scientist PM I Gerry | Senior Technical Specialist Darren | Senior Administrative Assistant Sandy | Senior PM I (on call) John |
|--|---------------|---------------------|--------------------|------------------------------------|----------------------------------|-------------------------|---|--|----------------------------------|
| 1 Contractor Procurement Support Engineering Services / Contract Administration for Pre-Demolition and | 34.00 | 4,163.00 | 1 | | 16 | | | 1 | 16 |
| 2 Demolition UST Removal Oversight, Confirmation | 70.00 | 8,689.00 | 2 | | 23 | 15 | 10 | | 20 |
| 3 Sampling, and Reporting | 34.00 | 3,679.00 | 1 | 18 | 12 | | 2 | 1 | |
| 4 Water Well Abandonment Oversight | 24.00 | 2,627.00 | 1 | 12 | 8 | | 2 | 1 | |
| Grand Total | 162.00 | \$ 19,158.00 | 5 | 30 | 59 | 15 | 14 | 3 | 36 |

Huff & Huff, Inc.
 Proposal
 8/9/2016

Prepared for: Village of Grayslake
 Project: Gelatin Factory Engineering and Contract Administration

| Task | | | | | | | Reimbursables |
|---|-----------|---|-------|-------------|------|-----------|-----------------|
| 1 Contractor Procurement Support | | | | | | | |
| Trips | 100 miles | x | 2 x | \$ 0.54 | = \$ | 108.00 | |
| Tolls | 2 | x | 6 x | \$ 0.75 | = \$ | 9.00 | |
| Reproduction | 6 sets | x | 100 x | \$ 0.10 | = \$ | 60.00 | |
| Color copies | 6 sets | x | 5 x | \$ 0.50 | = \$ | 15.00 | |
| Federal Express | | | 2 x | \$ 20.00 | = \$ | 40.00 | |
| | | | 0 x | \$ - | = \$ | - | |
| Task Total | | | | | | \$ | 232.00 |
| 2 Engineering Services / Contract Administration for Pre-Demolition and Demolition | | | | | | | |
| Trips | 100 miles | x | 5 x | \$ 0.54 | = \$ | 270.00 | |
| Tolls | 5 | | 6 x | \$ 0.75 | = \$ | 22.50 | |
| Reproduction | 5 sets | x | 25 x | \$ 0.10 | = \$ | 12.50 | |
| Color copies | 5 sets | x | 5 x | \$ 0.50 | = \$ | 12.50 | |
| Federal Express | | | 1 x | \$ 20.00 | = \$ | 20.00 | |
| | | | 0 x | \$ - | = \$ | - | |
| Task Total | | | | | | \$ | 337.50 |
| 3 UST Removal Oversight, Confirmation Sampling, and Reporting | | | | | | | |
| Trips | 100 miles | x | 2 x | \$ 0.54 | = \$ | 108.00 | |
| Tolls | 2 | | 6 x | \$ 0.75 | = \$ | 9.00 | |
| Reproduction | 3 sets | x | 75 x | \$ 0.10 | = \$ | 22.50 | |
| Color copies | 3 sets | x | 5 x | \$ 0.50 | = \$ | 7.50 | |
| Report cover sets | | | 3 x | \$ 3.00 | = \$ | 9.00 | |
| Spiral binders | 5/8" | | 3 x | \$ 0.20 | = \$ | 0.60 | |
| Tabs | | | 15 x | \$ 0.24 | = \$ | 3.60 | |
| Federal Express | | | 1 x | \$ 20.00 | = \$ | 20.00 | |
| field kit | 1 day | | 1 x | \$ 30.00 | = \$ | 30.00 | |
| PID | 1 day | | 1 x | \$ 75.00 | = \$ | 75.00 | |
| BTEX Samples | ea | | 16 x | \$ 78.00 | = \$ | 1,372.80 | |
| PNA samples | ea | | 16 x | \$ 105.00 | = \$ | 1,848.00 | |
| Landfill Characterization | ea | | 1 x | \$ 1,000.00 | = \$ | 1,000.00 | |
| Task Total | | | | | | \$ | 4,506.00 |
| 4 Water Well Abandonment Oversight | | | | | | | |
| Trips | 100 miles | x | 4 x | \$ 0.54 | = \$ | 216.00 | |
| Tolls | 4 | | 6 x | \$ 0.75 | = \$ | 18.00 | |
| Reproduction | 3 sets | x | 20 x | \$ 0.10 | = \$ | 6.00 | |
| Color copies | 3 sets | x | 4 x | \$ 0.50 | = \$ | 6.00 | |

Huff & Huff, Inc.
Proposal
8/9/2016

Prepared for: Village of Grayslake
Project: Gelatin Factory Engineering and Contract Administration

| Task | | | | Reimbursables |
|--------------------|-----|-------------------|---|--------------------|
| Federal Express | 1 x | \$ 20.00 | = | \$ 20.00 |
| | 0 x | \$ - | = | \$ - |
| | | Task Total | | \$ 266.00 |
| Grand Total | | | | \$ 5,341.50 |



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 | \$0.54/mile |
| Personal vehicles | \$0.54/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% |
|-------------------|------------|

Outside Services

| | |
|------------------------|------------|
| Subcontractors | Cost + 10% |
| Supplies (Significant) | Cost + 10% |
| Postage | Cost + 10% |

Equipment Rental

| | |
|-----------------------------|-------------------------|
| In-house: PID Meter | \$100/day or \$300/week |
| Jerome Meter | \$100/day or \$300/week |
| Noise Meter | \$150/day or \$400/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 |

EXHIBIT C
INSURANCE COVERAGES

| Coverage | Limits of Liability |
|---|--|
| Worker's Compensation | Statutory |
| General Liability | \$1,000,000 Each Occurrence \$2,000,000 General Aggregate |
| Products and Completed Operations Aggregate | \$2,000,000 |
| Automobile Liability | \$1,000,000 Combined Single Limit |
| Professional Liability | \$1,000,000 each claim \$2,000,000 Aggregate |
| Excess/Umbrella Liability | \$5,000,000 Each Occurrence \$5,000,000 Aggregate |

STATE OF ILLINOIS

}
} SS

COUNTY OF LAKE

}

*Cannot complete
today 8/26/16
Either
1) Do not require or
2) All us to submit
next week*

EXHIBIT D
CERTIFICATIONS OF INSURANCE COVERAGE

Huff & Huff, Inc., a subsidiary of **GZA GeoEnvironmental, Inc.**, as Contractor, and _____, as representative of contractor's insurer _____ ("Contractor's Insurer"), being first duly sworn on oath, depose and state that all statements herein made are made on behalf of Contractor and its insurer, that the deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor and Contractor's Insurer depose, state, and certify that Consultant has obtained insurance coverage as required pursuant to Section 6 of this Agreement and provided certificates of insurance evidencing the minimum insurance coverages and limits set forth in Exhibit C to this Agreement as required pursuant to Section 6 of this Contract.

Dated this _____ day of _____, 2016.

Attest/Witness

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2016.

My Commission Expires:

Notary Public

SEAL

Attest/Witness

CONTRACTOR'S INSURER

By: _____

By: _____

Title: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2016.

My Commission Expires:

Notary Public

SEAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|------------------------------------|-----------------------------|
| PRODUCER Risk Strategies Company 160 Federal St. 2nd Floor Boston, MA 02110 | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): 617-330-5700 | FAX (A/C. No): 617-439-3752 |
| INSURED Huff & Huff, Inc. 915 Harger Road Suite 330 Oak Brook IL 60523 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| INSURER E : Lexington Insurance Company | | 19437 |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER: 31460675

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| E | Professional Liability | | | 031711017 | 2/28/2016 | 2/28/2017 | Each Claim/ \$1,000,000 Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #81.0220466.02, Grayslake Demolition Administration, IL.

CERTIFICATE HOLDER

81.0220466.02

 Village of Grayslake
 10 South Seymour Avenue
 Grayslake, IL 60030
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2016

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--------------|
| PRODUCER Risk Strategies Company 160 Federal St. 2nd Floor Boston, MA 02110 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | 617-330-5700 |
| | FAX (A/C, No): | 617-439-3752 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | NAIC # |
| | INSURER B: The First Liberty Insurance Corp | 33588 |
| | INSURER C: Starr Indemnity & Liability Company | 38318 |
| | INSURER D: Hartford Casualty Insurance | 29424 |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 31460690

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|---|--------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | ✓ | | AS2-Z11-261208-016 | 2/28/2016 | 2/28/2017 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: <input type="checkbox"/> RETENTION \$ Nil | | ✓ | 1000011334 | 2/28/2016 | 2/28/2017 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N | 08WBRI5941 | 2/28/2016 | 2/28/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #81.0220466.02, Grayslake Demolition Administration, IL.
 Village of Grayslake is included as an additional insured with respects to Auto Liability and Umbrella Liability per policy provisions and where required by signed contract. Umbrella Policy is excess and follows form over Employers Liability and Auto Liability.

CERTIFICATE HOLDER

81.0220466.02

Village of Grayslake
 10 South Seymour Avenue
 Grayslake, IL 60030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

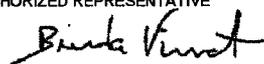
| | | |
|--|--|--|
| PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines IA 50306 | CONTACT NAME: PHONE (A/C No, Ext): 800-338-1391 FAX (A/C No): 888-621-3173 E-MAIL ADDRESS: acecclientrequest@marsh.com | |
| | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hartford Accident & Indemnity Co 22357 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Huff And Huff, Inc. 915 Harger Road, Suite 330 Oak Brook, IL 60523 | | |
| | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC | Y | | 84SBWCT1501 Prof. Liab. Excl. | 11/01/2015 | 11/01/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | | 84SBWCT1501 | 11/01/2015 | 11/01/2016 | EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Valuable Papers | | | 84SBWCT1501 | 11/01/2015 | 11/01/2016 | Blanket Limit \$400,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Grayslake Demolition Administration - Project # 81.0220466.02
Village of Grayslake is included as additional insured for above coverages when required by written contract.

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| CERTIFICATE HOLDER Village of Grayslake 10 S. Seymour Avenue Grayslake, IL 60030 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |