

Sent via electronic mail: [jvarco@lakecountyil.gov](mailto:jvarco@lakecountyil.gov)

Mr. Jeremiah Varco  
Facilities Manager  
Lake County  
18 N. County Street – 9<sup>th</sup> Floor  
Waukegan, Illinois 60085-4334

**Re: Asbestos Consulting Services -REVISED  
Lake County Administrative Building  
18 N. County Street, Waukegan, IL**

Dear Mr. Varco:

Thank you for your continued interest in Ramboll US Corporation (Ramboll). We are pleased to submit this revised proposal to provide Asbestos Abatement Consulting Services to Lake County for the removal of asbestos-containing materials (ACM) – acoustical plaster, floor tile and associated mastic and thermal system insulation from the Print Shop, Training Room, and Phone Room in the basement of the above building. This proposal describes the major project activities, which are necessary to assure compliance with federal, state and local regulations while providing cost-effective services that minimize Lake County's environmental liabilities. The work activity included in this proposal includes the development of asbestos abatement specifications, asbestos project management and air sampling services during the removal of the ACM.

### **Objectives**

Ramboll understands that Lake County wishes to have ACM removed from the locations listed above during non-work hours (evenings and weekends). Lake County wishes to retain a qualified consultant to provide asbestos project design (bid services), asbestos project management, air sampling and laboratory services for the proposed project. Lake County also wishes to minimize the cost of the asbestos abatement while maintaining a safe work environment for building occupants and compliance with applicable regulations.

### **Scope of Work**

#### Task I - Asbestos Project Design

Ramboll proposes to provide the following asbestos project design services to successfully complete the planned asbestos abatement project in the basement Print Shop, Training Room and Phone Room of the Lake County Administrative Building.

#### Print Shop, Training Room & Phone Room

1. Ramboll will develop asbestos abatement specifications suitable for public bidding and use on the Lake County website for the removal of the designated ACM. The procedures, at a minimum will comply with Illinois Department of Public Health (IDPH), the Occupational Safety and Health Administration (OSHA), and Environmental Protection Agency (EPA) regulations including review and approval by an Illinois licensed Asbestos Project Designer (APD).

Date December 28, 2018

Ramboll  
333 West Wacker Drive  
Suite 2700  
Chicago, IL 60606  
USA

T +1 312 288 3800  
F +1 312 288 3801  
[www.ramboll.com](http://www.ramboll.com)

2. Ramboll will participate in an on-site walk through with the bidding contractors to explain the project scope of work. Only qualified, Illinois licensed and experienced contractors will be requested to bid.
3. Ramboll will review the bid documents submitted by contractors licensed by the State of Illinois. We will provide a bid tabulation and assist in the selection of a qualified abatement contractor.
4. The abatement scope of work will include removal of ACM acoustical plaster and floor tile/mastic from the Print Shop based on a phased schedule over weekends to allow the print shop to operate normally Monday through Friday. Non-ACM plaster (base coat) and wire mesh will also be removed following clearance air sampling. The abatement of the Training Room will be performed on a modified second shift schedule, Monday – Friday where ACM acoustical plaster will be removed. Limited abatement of ACM pipe insulation in the Phone Room will be scheduled during the abatement of the Print Shop.

#### Task II - Asbestos Project Management and Air Sampling Services

1. Ramboll will provide full time project management to monitor the activities of the abatement contractor for compliance with the procedures and the IDPH Asbestos Abatement Rules and Regulations. We will visually monitor the contractor's work practices and procedures and collect environmental air samples to document airborne asbestos fiber concentrations during removal and cleaning activities. Limited air samples will be collected to document the contractor's personal exposures and to verify that respiratory protection is adequate for the work.
2. We will conduct necessary field visits and work with the asbestos project manager (APM) to successfully implement the project.
3. Ramboll's on-site APM will inspect the work area during and following ACM removal and conduct post-abatement visual inspections in accordance with the project documents. If any visible debris is identified during the inspection the contractor will be required to re-clean.
4. Air sample collection and analysis will be conducted in general accordance with National Institute of Occupational Safety and Health (NIOSH) Method 7400. All samples will be analyzed on-site or in our laboratory using phase contrast microscopy (PCM).
5. Ramboll will review all contractor submitted documents, recommend pay-outs, and perform project close-out.
6. Ramboll will provide a written report thirty (30) days following the final sampling date. This report will include all sample results, as well as a discussion of the work practices, decontamination procedures, and control techniques employed. This report will serve as documentation of the ACM removal work.

#### **Assumptions**

1. The asbestos abatement work in the Print Shop will be scheduled to be completed on weekends beginning at 6:00pm on Friday with work being conducted through Sunday. To maximize likelihood of successful completion some mobilization and initial preparation activities will occur on Thursday evenings after 5:00pm. This work will be considerate to not interfere with Print Shop operations and will be closely coordinated with Lake County.
2. There will be multiple phases of work in the Print Shop and each phase will require mobilizations over each selected weekend. We anticipate completion of this work in five (5) phases. Each phase of work will require 4-5 full shifts per weekend.

3. The asbestos abatement work in the Training Room will be completed Monday – Friday on a modified second shift, beginning at 6:00 p.m. Work in the training room is anticipated to be completed in ten (10) work shifts.
4. The work in the phone room will be coordinated with Lake County and completed during one of the Print Shop phases.
5. Ramboll will use our licensed and experienced APMs who will perform the dual role of APM and air sampling professional (ASP).
6. Each work area will be visually inspected prior to collection of clearance air samples. The contractor shall be required to perform cleaning until all visible ACM debris has been removed.
7. Removal of non-ACM plaster and wire mesh will be completed following receipt of acceptable asbestos clearance sample results. Ramboll will provide part-time oversight of non-ACM activities.
8. Lake County will provide the most recent document format for public bidding, including cover pages, bid forms and other requirements, etc.

### **Sample Collection and Analysis**

Background air samples will be collected and analyzed prior to the beginning of the first phase of work. Environmental air monitoring will be conducted inside and outside of the contractors contained work area during asbestos removal. Clearance air samples will be collected following successful completion of the visual inspection in each work area to assure that all visible ACM has been removed. All air samples collected during the abatement will be analyzed by Ramboll staff members that are licensed ASPs by IDPH. Clearance air samples will be collected and analyzed by staff members that participate in the NIOSH Proficiency Analytical Testing (PAT) Program and are listed on the American Industrial Hygiene Association's Asbestos Analytical Registry (AAR) or by an independent AIHA approved laboratory.

### **Project Staffing**

The Project Manager will be Robert M. Livingston, LEHP, RS, Managing Consultant with Ramboll. He is licensed by the Illinois Department of Public Health as an Asbestos Project Manager, Air Sampling Professional, Building Inspector /Management Planner. Ms. Natalie Fox, CIH Senior Managing Consultant will be the IDPH Licensed Asbestos Project Designer for the project.

Ramboll will use our licensed APMs and ASPs to monitor the asbestos abatement project. They all have extensive training and experience performing monitoring of ACM abatement projects under IDPH and AHERA rules and regulations.

### **Project Schedule**

The asbestos document design and project specifications will begin upon written authorization from Lake County. Abatement work is anticipated to begin in 2019 and continue throughout the year until complete. Abatement work will be performed after regular business hours Monday – Friday after 6:00pm and on weekends. We understand that work may be suspended during select times of the year due to certain County activities.

### **Project Fees**

The scope of work presented represents Ramboll's understanding of the objectives of Lake County. Ramboll proposes to provide the above asbestos project design services - including bid documents, on-site asbestos project management and air sampling services for an estimated fee of \$ 54,625.

Note: If the project scope of work requires Ramboll to provide additional or fewer services, our fee will be adjusted accordingly, using Lake County's preferred rates.

Because this proposal contains information which is proprietary to Ramboll its contents shall not be disclosed by you to others outside your own organization, nor shall this proposal be duplicated, used, or disclosed by you or others for any purpose other than to permit you to evaluate it. However, if a contract is awarded to Ramboll as a result of the submission of this proposal, you will have the right to duplicate, use, or disclose any information contained in this proposal which Ramboll agrees is nonproprietary.

**Notice to Proceed**

To authorize us to begin work on this project please sign the following acceptance page. Issuance of a Lake County purchase order is also acceptable. We will begin work as soon as we receive written authorization to proceed.

We look forward to continuing to provide you with the appropriate level of services that are required to complete this important project on-time. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Ramboll US Corporation

Reviewed by,

**Robert M. Livingston, RS, LEHP**

Managing Consultant  
D 312.288.3844  
[rlivingston@ramboll.com](mailto:rlivingston@ramboll.com)

**Robert B. Rottersman, MS, CIH**

Principal  
D 312.288.3857  
[rrottersman@ramboll.com](mailto:rrottersman@ramboll.com)

Attachment



**Proposal for Asbestos Consulting Services  
Lake County Administrative Building – Print Shop, Training Room and Phone Room**

December 28, 2018

Lake County – Administrative Building  
Waukegan, Illinois

Task I:	Asbestos Project Design -	\$ 4,750
Task II:	Asbestos Project Management and Air Sampling Services -	<u>\$49,875</u>
Total Estimated Fee:		\$54,625

Approved by and accepted in accordance with the attached General Terms & Conditions:

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**ATTACHMENT**

## GENERAL TERMS AND CONDITIONS

Ramboll US Corporation, a Virginia corporation, ("Ramboll") agrees to provide professional services under the following General Terms and Conditions:

- 1. Fees:** Ramboll bills for its services on a time and materials basis using standard hourly rates. If requested, we will provide an estimate of the fees for a particular task, and we will not exceed that estimate without prior Client approval. For deposition and testimony we charge premium hourly rates. In certain circumstances we will undertake an assignment on a fixed fee basis if the requirements can be clearly defined.
- 2. Invoicing:** Ramboll bills its clients on a monthly basis using a standard invoice format. This format provides for a description of work performed and a summary of professional fees, expenses, and communication and reproduction charges. For more detailed invoicing requests, Ramboll reserves the right to charge for invoice preparation time by staff members.
- 3. Payment:** Ramboll invoices are payable UPON RECEIPT. Ramboll reserves the right to assess a late charge of 1.5 percent per month for any amounts not paid within 30 days of the receipt date. Ramboll also reserves the right to stop work or withhold work product if invoices remain unpaid for more than 60 days past the receipt date. If Ramboll's work relates to a business transaction, Ramboll shall be paid in a timely fashion, without regard to whether or when the transaction closes. If Ramboll legal counsel determines that Ramboll is required to take legal action to obtain payment for unpaid invoices and Ramboll prevails in court, Client agrees to pay all of Ramboll's costs associated with the legal action, including reasonable legal fees.
- 4. Subcontractors:** Ramboll has a policy that its Clients should directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters). As a service to you, we will advise you with respect to selecting other such contractors and will assist you in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors you may hire. When Ramboll engages a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus 15 percent. By engaging us to perform these services, you agree to indemnify, defend and hold Ramboll, its directors, officers, employees, and other agents harmless from and against any claims, demands, judgment, obligations, liabilities and costs (including reasonable attorneys' and expert fees) relating in any way to the performance or non-performance of work by another contractor, except claims for personal injury or property damage to the extent caused by the negligence or willful misconduct of Ramboll's employees.
- 5. Reimbursable Expenses:** Project-related expenses including travel, priority mail, and overnight delivery, outside reproduction and courier services will be billed at cost plus 15 percent. The use of company-owned cars, trucks, and vans will be charged at \$125 per day. The use of company-owned equipment and protective clothing will be billed in accordance with our standard fee schedule. The cost of project-related communications, to include in-house telephone, facsimile, postage, and reproduction, computers, data compilation, and CADD will be charged at a total of 6 percent of the total labor charges.

**6. Access and Information:** Client agrees to grant or obtain for Ramboll reasonable access to any sites to be investigated as part of Ramboll's scope of work. Client also agrees to indicate to Ramboll the boundary lines of the site and the location of any underground structures, including tanks, piping, water, telephone, electric, gas, sewer, and other utility lines. Client agrees to notify Ramboll of any hazardous site conditions or hazardous materials, about which Client has knowledge and to which Ramboll's employees or contractors may be exposed while performing services on behalf of Client, including providing copies of relevant Material Safety Data Sheets. Client also shall make available to Ramboll all information within its control necessary to allow Ramboll to perform its services and agrees to comply with reasonable requests by Ramboll for clarification or additional information. Client shall be responsible for the accuracy of this information. Ramboll shall not be responsible for any damage to underground structures or utilities to the extent such damage was caused by incomplete or inaccurate information provided to us by the client or other party. Client agrees to make Ramboll aware of any unsafe conditions at any project site about which Client has knowledge.

**7. Reporting Requirements:** Client may be required under federal, state or local statutes or regulations to report the results of Ramboll's services to appropriate regulatory agencies. Ramboll is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless Ramboll has an independent duty to report under applicable law. In those situations, Ramboll will provide Client with advance notice that Ramboll believes that it has an obligation to report as well as the substance of the report it intends to make.

**8. RCRA Compliance:** Client shall be responsible for complying with the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. ("RCRA") and its implementing regulations in connection with Ramboll's work under this Agreement. Client may request Ramboll's assistance in meeting its RCRA and other similar waste management obligations, including analytical testing to assist Client in proper characterization of waste, identifying potential transporters and disposal facilities for waste (provided that Client shall make the final selection of both the transporter and disposal facility), entering into subcontracts or purchase order arrangements with the transporters and/or disposal facilities selected by Client, and preparing manifests for the Client's approval and execution. Client agrees that, by virtue of providing these services, Ramboll shall not be deemed a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous waste" or "hazardous substance" (as those terms are defined in the Comprehensive Environmental Response Compensation and Liability Act or "CERCLA", 42 U.S.C. Section 9601). Client agrees to indemnify, defend and hold Ramboll, its directors, officers, employees and agents, harmless from and against any and all claims, demands, judgments, obligations, liabilities, any costs (including reasonable attorneys' and expert fees) relating to: (1) Ramboll's work in assisting Client with its RCRA obligations; and (2) the transportation, treatment, and disposal of hazardous substances or hazardous waste generated by the field activities conducted for Client.

**9. Confidentiality:** We treat all information obtained from Clients as confidential, unless such information is previously known to us, comes into the public domain through no fault of ours, or is furnished to us by a third party who is under no obligation to keep the information confidential. If we are subpoenaed to disclose confidential information obtained from you or about our work for you, we will give you reasonable notice and the opportunity to object before releasing any confidential information.



**10. Independent Contractor:** Client agrees that Ramboll is acting as an independent contractor and shall retain responsibility for and control over the means for performing its services. Nothing in these Terms and Conditions shall be construed to make Ramboll or any of its officers, employees or agents, an employee or agent of Client.

**11. Standard of Care:** In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services in the same geographic area. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Ramboll makes no other warranty or representation, either express or implied, with respect to its services. Estimates of cost, recommendations and opinions are made on the basis of our experience and professional judgment; they are not guarantees. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered.

Client recognizes that there may be hazardous conditions at sites to be investigated as part of Ramboll's work. Client acknowledges that Ramboll has neither created nor contributed to the existence of any hazardous, toxic or otherwise dangerous substance or condition at the site(s) which are covered by Ramboll's work. Client also recognizes that some investigative procedures may carry the risk of release or dispersal of pre-existing contamination, even when exercising due care. Client releases Ramboll from any claim (including claims under CERCLA or state law) that it is an "operator" of any site where it performs work for Client or a "generator" or a party who "arranges" for the "transportation," "treatment" or "disposal" of any "hazardous substance" (as those terms are defined in CERCLA), by virtue of its work for Client at any site.

**12. Insurance:** Ramboll shall maintain the following insurance coverage while it performs the work described in Exhibit "A:" (1) statutory Workers Compensation and Employer's Liability Coverage; (2) General Liability for bodily injury and property damage of \$1,000,000 aggregate; (3) Automobile Liability with \$1,000,000 combined single limit; and (4) Professional Liability and Contractor's Pollution Liability with a combined single limit of \$1,000,000 per claim and in the aggregate. If Client desires additional insurance or special endorsements, premiums associated with that coverage would be considered a reimbursable expense. Upon request, we will provide you with a certificate of insurance.

**13. Third Parties:** Ramboll's services are solely for Client's benefit and may not be relied upon by any third party without Ramboll's express written consent. Any use or dissemination of Ramboll work products (including Ramboll reports), without the written consent of Ramboll, shall be at Client's risk and Client shall indemnify and defend Ramboll from any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), related to the unauthorized use or dissemination of Ramboll's work. Client also agrees to be solely responsible for and to defend, indemnify, and hold Ramboll harmless from and against any and all claims, demands, judgments, liabilities and costs (including reasonable attorneys' and expert fees), asserted by third parties arising out of or in any way related to our performance or non-performance of services, except for claims of personal injury or property damage to the extent caused by the negligence or willful misconduct of Ramboll's employees.

**14. Limitation of Liability:** Ramboll shall be liable only for direct damages that result from Ramboll's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL RAMBOLL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER LAW OR CONTRACT. Ramboll shall not be liable for and Client shall indemnify Ramboll from and against all claims, demands, liabilities and costs (including attorneys' and expert fees) arising out of or in any way related to our performance or non-performance of services, including all on-site activities except to the extent caused by Ramboll's negligence or willful misconduct. In no event shall our liability exceed the amount paid to us by you for our professional services (net of reimbursable expenses) and Client specifically releases Ramboll for any damages, claims, liabilities and costs in excess of that amount.

**15. Termination:** This Agreement may be terminated by either party upon ten (10) days written notice to the other. If Client terminates the Agreement, Client agrees to pay Ramboll for all services performed until the effective date of the termination. Client's obligations under Paragraphs 3, 4, 8, 9, 11, 13, 14, 16, 18 and 20 shall survive termination of this Agreement and/or completion of the services hereunder.

**16. Disputes:** All disputes under this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association. If our personnel or documents are subpoenaed for depositions or court appearance in any dispute related to the project (except disputes between Ramboll and Client related to our services), Client agrees to reimburse us at our then current billing rates for responding to those subpoenas, including out-of-pocket reimbursable expenses.

**17. Scope of Agreement:** Once Client has signed Ramboll's proposal, that proposal and these Terms and Conditions shall constitute the complete and exclusive Agreement between the parties and will supersede all prior or contemporaneous agreements, whether written or oral. No provision of these Terms and Conditions may be waived, altered or modified except in writing and signed by Ramboll. Client may use standard business forms, such as purchase orders, for convenience only; any provision on those forms that conflict with these Terms and Conditions shall not apply.

**18. Nonsolicitation:** Both Ramboll and Client agree during the term of this Agreement and for 12 months following its termination for any reason, neither party will solicit for employment, or hire as an employee or contractor, any personnel of the other party involved in the performance of services hereunder.

**19. Force Majeure:** Ramboll shall not be liable in any way because of any delay or failure in performance hereunder due to unforeseen circumstances or causes beyond its control, including without limitation strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor or supplier non-performance, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

**20. Intellectual Property.** If Ramboll delivers a written product to the Client, Ramboll hereby grants to Client a perpetual, nonexclusive, royalty-free license to copy, modify and otherwise utilize the product in connection with the Client project for which the Services were provided. Ramboll retains all intellectual property rights.