

AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.
FOR ON-CALL PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES
FOR FACILITIES MANAGEMENT

This professional services agreement (hereinafter referred to as the AGREEMENT), made this 1st day of March, 2024, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Midwest Environmental Consulting Services, Inc., licensed to do business in the State of Illinois, with offices at 2551 N. Bridge Street, Yorkville, IL 60560; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "County Offices, Equipment and Expenditures" (55 ILCS 5/5-1106, et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional environmental services which may include, but are not limited to, bid preparation, project development, project management, inspection, sample collection, testing and analysis, asbestos awareness training, environmental site assessments, UST removal oversight on as as-needed, on-call basis for various projects at the Campus Facilities (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional environmental consulting services and is willing to perform the required services for an amount **not to exceed** ninety-nine thousand five hundred dollars and no cents \$99,500; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and made a part hereof.

2.0 SCOPE OF SERVICES

- 2.1 Services are to be provided by the CONSULTANT according to the Scope of Work, specified as Exhibit A, attached hereto. The CONSULTANT shall complete all the services set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified as provided herein. The CONSULTANT agrees to obtain all necessary permits requested by the COUNTY when required to do so.
- 2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.
- 2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT. Any such changes, including any increase or decrease in the CONSULTANT'S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT'S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT'S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

Authorization to proceed shall be given on behalf of the COUNTY by the Deputy Director of Facilities Management (hereinafter referred to as the "Deputy Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chair.

Authorization to proceed with various tasks **described in Exhibit A** will be given to the CONSULTANT by representatives of the Department of Facilities Management.

3.1 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including but limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.3, 7.4, 8.2, 8.3, 15.3 and

21.2, as well as any requirements contained in Exhibits B and C attached hereto.

- 3.2 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal, unless otherwise directed in writing by the Director or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

- 4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or services under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new and/or modified employee rates (Exhibit C) and/or fee schedules as referenced in Paragraph 7.3.
- 4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 **(will be 26.3 if no key personnel-check each time)** of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in services for the COUNTY on the PROJECT or Work Orders.

5.0 TIME FOR PERFORMANCE

- 5.1 The CONSULTANT shall commence work to meet the requirements for professional services on the PROJECT after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed

before the date of the Notice to Proceed, unless identified in Exhibit A.

5.2 Unless otherwise defined in Exhibit A the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by February 28, 2028, unless the term of this AGREEMENT is extended in conformity with Article 14 below.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of the COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control, the sole remedy and allowance shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with the CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or 14 days after notice of termination or when the Deputy Director directs, the deliverables specified in Exhibit B.

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed \$99,500.00. This amount is a **"not to exceed"** amount. In the event the COUNTY directs the CONSULTANT to perform services which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such services until this AGREEMENT is modified pursuant to Article 14.0.

- 7.3 If this AGREEMENT or a modification thereto authorizes the CONSULTANT to alter its fees, such fee changes shall be subject to the following unless otherwise provided in the AGREEMENT: (i) The CONSULTANT may only change the fees stated in Exhibit C once per calendar year; (ii) fees may not be changed prior to one hundred twenty (120) days from the date of execution of this AGREEMENT or from the date of any previous fee change; and (iii) the CONSULTANT shall provide the COUNTY with forty-five (45) days' notice of any proposed fee change. The CONSULTANT shall not invoice the COUNTY at an increased fee without compliance to the notice requirements listed above.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all services that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet made a part hereof and incorporated herein by reference. Approved Work may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than \$25 from suppliers for expendable materials with its invoice to the COUNTY.
- 7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no

additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

- 7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Each invoice shall be submitted in a format agreed to in advance by the COUNTY. Separate invoices shall be submitted and each invoice shall also include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Payment will not be made for services completed or expenses incurred more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived. When requested by the COUNTY, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced services.
- 7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount—invoiced for services completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."
- 7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any

other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified in Exhibit B of this AGREEMENT, final payment shall be made to the CONSULTANT.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars (\$3,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o the Deputy Director of Facilities Management, DuPage County Department of Facilities Management, its' Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured.**

This additional insured endorsement is to be on a primary and non-contributory basis and include a waiver of subrogation endorsement.

- 8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars (\$1,000,000.00) per incident/two million dollars (\$2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.
- 8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.
- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially

changed until at least thirty (30) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- 8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants insurance coverage at any time.

9.0 INDEMNIFICATION

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not

remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CONSULTANT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly, the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.
- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY'S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of this AGREEMENT, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach, and the breaching party shall be allowed a reasonable opportunity to cure said breach. Either party's failure to timely cure any breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) days' notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below, and in such a case, ten (10) days' written notice to the breaching party is sufficient notice. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. Any breach of any covenant or term of this AGREEMENT by one or more of the CONSULTANT'S sub-consultants shall be deemed a breach by CONSULTANT subject to the terms of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2,

for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, *et seq.*, and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the

performance of the CONSULTANT'S services under this AGREEMENT.

13.6 **In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2)**, the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 *et seq.*); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self-certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. **In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY'S award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).**

13.7 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT agrees to submit changes for Scope of Work or compensation on a COUNTY designated form.

15.0 TERM OF THIS AGREEMENT

15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

- (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
- (b) The expiration of this AGREEMENT on February 28, 2028, or to a new date agreed upon by the parties, or
- (c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before February 28, 2028.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY'S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend

this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:

Midwest Environmental Consulting Service, Inc.
2551 N. Bridge Street
Yorkville, IL 60560
ATTN: Blake Mellecker, President
Phone: 630.553.3989

DuPage County Facilities Management
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Deputy Director Tim Harbaugh
Phone: 630.407.5700

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00a.m.-4:30p.m. CST or CDT Monday-Friday); (b) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this

Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT and shall not prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

For Phase I & II

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and the CONSULTANT shall notify the COUNTY if any hazardous substances are found on the project site. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT shall not make any determination relating to the selection of a treatment, storage or disposal facility nor subcontract such activities through transporters or others.

For Phase III

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT'S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY'S agent

so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Reserved

26.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT'S personnel.

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IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.

Deborah A. Conroy, Chair
DuPage County Board

Blake Mellecker
President

ATTEST BY:

ATTEST BY:

Jean Kaczmarek, County Clerk

Signature

Print Name

Title

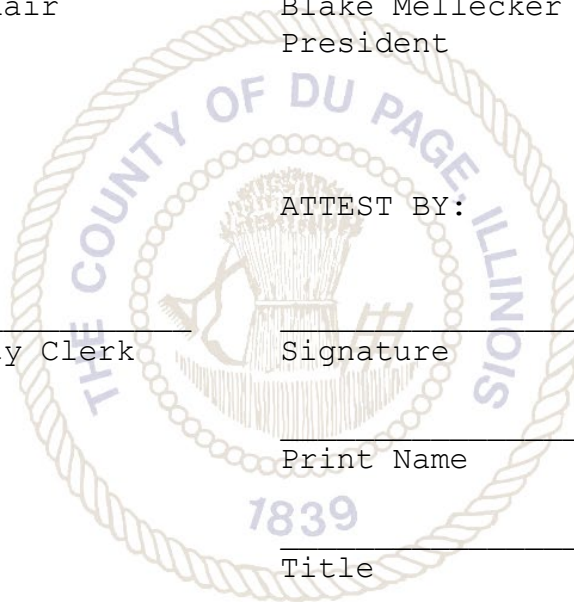


EXHIBIT A

SCOPE OF WORK

The following work will be completed by MEC by task.

Each task assigned to MEC will be on time and material basis and administered through individual work order prepared by MEC and approved in writing by DuPage County.

NESHAP Asbestos Survey:

Our inspections have been developed with the client in mind. Based on what the client is looking for, Midwest Environmental Consulting Services, Inc. (MEC) can offer either comprehensive or limited studies. With each service you will get an IDPH-licensed inspector doing the sampling and compiling the report. *Computer aided drawings* (AutoCAD) are usually used in laying out inspection areas in order to better identify areas that have been studied. Quantities are identified and documented. Drawings can be saved on disk in order for the client to have better access to asbestos records.

Asbestos Bulk Sampling

MEC can usually estimate the number of samples needed to be collected in order to assure identification of asbestos containing building materials (ACBM's). Per regulations, all thermal system insulation, spray on materials and floor covering must be assumed positive for asbestos until proven otherwise. All samples collected will be sent to an independent third-party laboratory and analyzed by a licensed analyst. At the end of any kind of survey work, MEC will develop a written final report that identifies the areas that have been surveyed with quantities of materials and sample results documented.

Project Design:

After meeting with the client representative and discussing the scope of work and any alternatives, MEC will visit the project site to do any additional investigations in determining quantities of materials to be dealt with and to work out any special requirements of the job. In addition to scope development, MEC realizes that some of our clients have operations which operate 24 hours a day; we will work to design the projects to be as accommodating as possible. AutoCAD drawings are always a part of Project Designs. They will identify key areas of concern along with all project specifics, i.e. dates, timelines, hours, liquidating damages, and if any, manpower. The Project Design is developed in order to help eliminate the possibilities of extras and to ensure that all qualified contractors are bidding on the same scope of work. Project designs are reviewed by an IDPH-licensed Project Designer.

Project Management & Air Quality Testing:

Our goal is to get the project done as quickly as possible by maximizing the contractor's manpower on site. Our job starts with an on-site pre-construction meeting with the job superintendent and our project manager. It's our job to be aware of potential conflicts and work to solve them as soon as they are identified. This is done by keeping project logs and meeting with the contractor daily to discuss the job specifics. Our project manager will approve all barriers and observe all project activities during the course of the abatement. In addition to the project management, our project manager will conduct air monitoring using the NIOSH 7400 method throughout the course of abatement and conduct final air clearance. All air sample analysis will be done on-site by our project manager/air sampling professional. At the end of the project, MEC will prepare a final report consisting of all project observations; air sample results consisting of background, progress and clearance samples, contractor insurance certificate, waste manifest and worker submittals.

2-hour Asbestos Awareness Training:

OSHA regulations require individual maintenance workers who come into contact with asbestos through their daily work activities to have asbestos awareness training. Additionally, any new employees that meet the above requirement are also supposed to receive asbestos awareness training within thirty days of employment. Items that need to be addressed are as follows:

- Background on asbestos
- Hazards of asbestos
- How to protect one's self if exposed to asbestos
- Locations of asbestos within the buildings
- How to respond to asbestos issues
- Who is allowed to remove asbestos from buildings

16-hour O & M Training

Proper employee training is one of the keys to a successful operations and maintenance (O&M) program. If building owners do not emphasize the importance of well-trained custodial and maintenance personnel, asbestos O&M tasks may not be performed properly. This could result in higher levels of asbestos fibers in the building air and an increased risk to building workers and occupants. O&M training is for employees involved in general maintenance and asbestos-containing material (ACM) repair tasks. MEC can provide this training. Items that need to be addressed are as follows:

- Background information on asbestos
- Health effects of asbestos
- Worker protection programs
- Potential Locations of ACM and Presumed Asbestos-Containing Material (PACM)
- Recognition of ACM and PACM damage and deterioration
- The O&M program for specific buildings
- Proper response to fiber release episodes
- Federal, state, and local asbestos regulations
- Proper asbestos-related work practices
- Descriptions of the proper methods of handling ACM, including waste handling and disposal
- Respirator use, care, and fit-testing
- Protective clothing- donning, use, and handling
- Hands-on exercises for techniques such as glove bag work and HEPA vacuum use and maintenance
- Appropriate and proper worker decontamination procedures.

Non-Viable Mold Sampling

Midwest Environmental Consulting Services, Inc. will collect mold samples in the area of concern. The intent of the study will be to identify potential mold issues in the area of concern. Samples will be collected in order to validate potential areas of concern. Should our findings determine a definite area of concern, further testing may be recommended.

- Non-viable mold air samples will be collected in the area of concern and outside the building. Samples will be analyzed with standard laboratory turnaround.
- Outdoor air samples for are for comparison.
- Non-viable tape lift samples can be collected where visible mold is observed.
- Non-viable mold samples will be analyzed by an independent third party accredited laboratory.
- All work shall be completed by an Industrial Hygienist.
- A written final report will be generated documenting our findings along with recommendations for remediation, if requested.

Air sampling will be conducted to support our observations and recommendations. The findings of the survey will be summarized in a formal report, if requested. If a problem is uncovered during the evaluation, the problem will be discussed in detail in the report and recommendations will be made.

IAQ Measuring and Recording Device (Q-Trak)

Midwest Environmental Consulting Services, Inc. will conduct an IAQ assessment in the area of concern. General IAQ can be assessed using a Q-Trak (or similar device). 80 % of IAQ complaints are related to temperature, percent relative humidity, carbon dioxide or monoxide levels which are inconsistent with recognized standards. Should our findings determine a definite area of concern, further testing may be recommended. Included in our proposal is the following:

- Indoor air quality measuring and recording devices will be installed and record carbon dioxide (CO₂), carbon monoxide (CO), temperature, & humidity in the area designated by the client, for 1 week.
- All work shall be completed by an Industrial Hygienist.
- A written final report will be generated documenting our findings along with recommendations for remediation, if required.

Summa Vacuum Canister Air Sampling

Midwest Environmental Consulting Services, Inc. will conduct summa vacuum canister sampling to provide short term air sampling in the area of concern. The intent of the canister sampling will be to identify the presence of VOCs in the sampled air in the areas of concern.

Once the analysis has been completed, the results obtained will be provided and comparisons will be made with American Society of Heating, Refrigerating, and Air-conditioning Engineers (ASHRAE), OSHA, and ACGIH standards as they relate to permissible and /or recommended levels.

An effort will be made to characterize the results in terms of likely sources for the contaminants detected. Should our findings determine a definite area of concern or chemical of concern, further investigation and testing may be recommended.

Included in our proposal are the following:

- Summa vacuum canisters will be deployed in the areas of concern, as directed by the Client. Canisters will be analyzed with standard laboratory turnaround.
- Canisters will be analyzed for TO-15 and/or Total VOCs.
- All work shall be conducted by an Industrial Hygienist.
- Based on laboratory analysis, a written report will be generated documenting our findings along with brief recommendations for follow-up activities, if required.

Mold Scope Development

- MEC will meet with the client representative and any other parties who will be involved in determining the scope of work and any alternatives.
- Quantify the materials to be remediated. Client shall provide Certified As-Built project specific drawings, if available.
- Develop project phasing and timelines.
- Develop AutoCAD drawings showing locations and quantities of materials being removed.
- Containment preparation will be laid out and documented on AutoCAD drawings.
- Supply cost estimates to the owner's representative based on base bid and any other alternatives.
- The work plan will be reviewed by an Industrial Hygienist.
- Be present at the formal bid walk-through to show the scope of work and answer questions.
- Issue any addenda that needs to be issued prior to the bids being opened.
- Be present at the bid opening.
- Review all bids and recommend the most qualified bidder based on the scope of work and specification requirements.

Mold Project Management

- Barriers will be checked prior to the start of remediation.
- The contractor will clean, disinfect and remove water damaged building materials (as applicable) in the area.
- MEC will collect post remediation mold air samples.
- If post remediation mold air samples are unacceptable, the contractor will be required to re-clean the area and post remediation mold samples will be collected again.
- Successful post-remediation air samples will be demonstrated by the absence of Aspergillus/Penicillium, Chaetomium, Fusarium, or Stachybotrys.
- Daily activities will be logged by Industrial Hygiene Technician.
- Final report and associated documentation will be reviewed by an Industrial Hygienist.

At the end of the project, MEC will provide a final report documenting completion of work and the logs of daily activity completed by MEC's Industrial Hygiene Technician.

Non- HUD Lead Survey

- All work will be completed by a licensed Lead Inspector/Risk Assessor.
- Samples will be analyzed by XRF Scanner.
- Technical time is included in the cost of this service.
- Certifications of the inspector will be included in our final report.
- Final report will be generated documenting our findings.
- Select number and randomly specify areas to be inspected, testing for lead content of coated (paint, varnish, or shellacked) surfaces within each selected area or all "testing combinations."
- Information gathered in the field will then be documented in a written report. This report will include a summary, all data collected in the field, detailed XRF data of all testing combinations sampled, and identification of all lead-based paint (LBP).

Pre-Demolition Hazardous Materials Assessment

- Mercury investigation i.e., batteries, lighting, switches
- PCB i.e., transformers, ballast capacitors
- Chlorofluorocarbons (CFC) i.e., water fountains, air conditioners, refrigerators
- Other issues i.e. solid waste, hydraulic oil
- Miscellaneous items that may be identified during the walkthrough
- A report will be generated documenting our findings

Phase I Environmental Site Assessment (ESA)

The scope of this proposal consists of an assessment of the use, handling, storage, release, or on-site disposal of hazardous substances, as well as the potential for migration of hazardous substances onto the site from reported chemical releases, if any, in the vicinity of the site. The ESA will be conducted in accordance with ASTM Standard E 1527-13, and will cover the following tasks:

- Task 1: Review of background information on setting and historical use of the site
- Task 2: Review of regulatory records concerning the site and surrounding area
- Task 3: Site reconnaissance
- Task 4: Data evaluation and report preparation

Task One - Review of background information on setting and historical use of the site

Relevant background information about the site's physical setting will be obtained, as available, from the following sources:

- USGS 7.5 Minute Topographic Map
- County Soil Survey
- Illinois State Geological Survey

MEC will review relevant background information to ascertain the site's historical use. Sources of this information include:

- Local building and planning departments(s)
- Local fire department
- Property owners/operators
- Aerial photographs
- Sanborn fire insurance maps

Topics addressed in this background review will include local surface topography, site drainage, general soil and geologic characteristics of the area, characteristics of local groundwater and nearby surface-water sources, water and wastewater utilities at the site, and land use.

Information about past and present site usage and activities at neighboring properties will be obtained from the above sources and reviewed to identify evidence of past or current activities that may have resulted in the release of hazardous materials.

Task Two - Review of regulatory records concerning the site and surrounding area

Environmental Data Resources, Inc. (EDR), a qualified regulatory database search subcontractor, will conduct a review of readily available pertinent regulatory records concerning potential sources of hazardous materials at and in the vicinity of the site. The EDR search will include information regarding RCRA, TSCA, CERCLIS, UST, LUST, AST, ERNS, RCRIS, SWLF, SCL, SPL, and NPL sites. MEC will also review the applicable regulatory databases, as appropriate.

MEC will submit Freedom of Information Act (FOIA) requests to regulatory or governmental agencies, as appropriate. This information is not always available on a timely basis; MEC will endeavor to obtain this information in as timely a manner as possible. Standard turnaround time for Phase I Environmental Site Assessments is typically 3-4 weeks.

Task Three – Site reconnaissance

A reconnaissance-level site visit will be conducted to observe general conditions; use, storage, handling, and disposal of potentially hazardous substances; and evidence indicating possible release(s) of hazardous substance to the environment. The site will be visually examined for the potential presence of storage tanks, pipes, drums, septic systems, sumps, ponds, dry wells, water wells, and other types of structures or conduits that may indicate a potential for the release of hazardous substances to the subsurface. The site will also be evaluated for visible indications of dumping, landfilling, staining of soils and paved surfaces, stressed vegetation, and other evidence suggesting the possible presence of hazardous substances.

MEC will note the presence of readily identifiable transformers observed at the site during the inspection and will observe labeling information on the transformers. MEC also will note whether the transformers are on an impervious base and will note evidence of any visible leakage.

Task Four - Data evaluation and report preparation

A Phase I ESA report will be prepared for the site containing the following:

- A summary of relevant information obtained
- A description of the methods and sources used to obtain site information
- An interpretation of the information with respect to potential environmental concerns
- A professional opinion concerning the likelihood of potential soil, groundwater, or surface- water degradation caused by the presence of hazardous substances, and the need, if any, for sampling and analysis to document site conditions.

Assumptions

The ESA will be based solely on reasonable available records, visual observations, and personal interviews. No chain of title search is included in this scope of work but can be provided at an additional cost. The scope of work does not include the collection or analysis of any samples of suspected asbestos in building materials or lead in drinking water; an assessment of naturally occurring chemical/environmental hazards such as methane, asbestos, radon, radionuclides; polychlorinated biphenyls or electromagnetic fields; earthquake or flood damage potential or the presence of endangered species or wildlife habitat; or an audit to assess the compliance status of the site or businesses operating at the site.

UST Environmental Consulting and Oversight Services

- MEC will provide basic project oversight during the UST removal work that will include monitoring the removal activities, collecting and screening soil samples in the field using a Photoionization detector (PID), and interacting with the onsite OSFM inspector. For purposes of this proposal, MEC has assumed that two days of field oversight will be required for the removal work.

- Standard industry practices recommend that an assessment of the soil be performed at all tank removals. MEC will collect and submit soil samples from the former tank excavations to an independent laboratory for the analysis of the proper indicator compounds pursuant to 35 IAC 734.405. In accordance with applicable regulations, the targeted contaminants for fuel oil USTs are benzene, toluene, ethylbenzene, and total xylenes (BTEX) and polynuclear aromatic hydrocarbons (PNAs).
- In accordance with 35 IAC 734.210(h), one soil sample will be collected from beneath each UST, one soil sample will be collected from each 20 feet of excavation sidewall (with a minimum of one from each sidewall). Based on the tank size, MEC estimates that it will be necessary to collect up to sixteen (16) excavation samples for laboratory analysis.
- Soil samples will be packed into properly labeled laboratory provided glass containers, preserved as necessary, stored in a cooler on ice, and then submitted to an independent laboratory under the appropriate chain of custody procedures to be analyzed for BTEX and PNAs. All laboratory analysis will be conducted in accordance with U.S. EPA SW- 846 Test Methods. Standard laboratory turnaround time for analysis is 7-10 business days.
- Please note that if during the UST removal activities, there is obvious evidence of a release, the OSFM onsite inspector will require that a Leaking UST (LUST) incident be reported to the proper state agency (the Illinois Emergency Management Agency, or IEMA).

Project Reporting and Documentation Services

Upon completion of the field activities and receipt of any analytical results, MEC will prepare a report of the results. If there is no evidence of a release, the report will contain a summary of field activities, results of testing, photographs of work in progress, a site map, and copies of applicable permits and disposal manifests to document the proper removal of the UST

Additional work outside the services identified above may be completed as mutually agreed to in writing by MEC and DuPage County

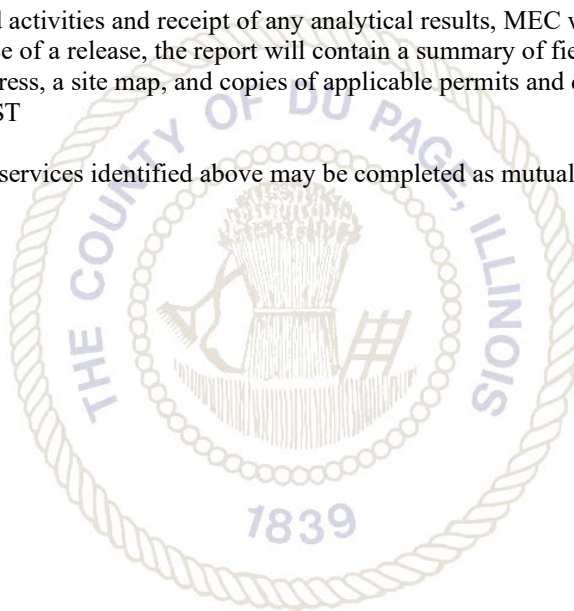
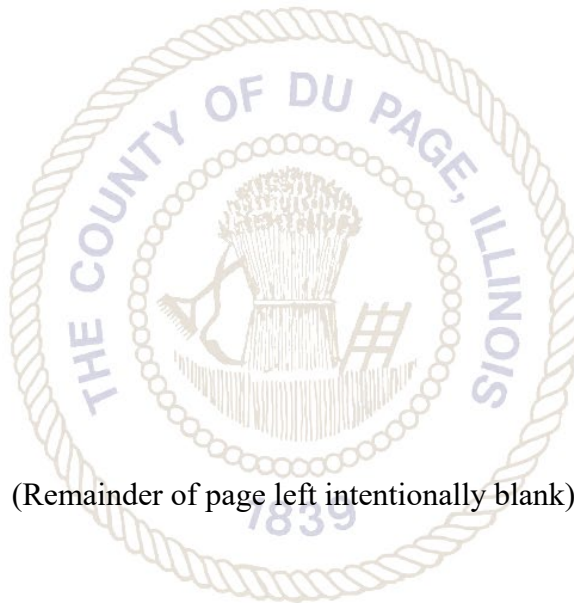


EXHIBIT B

DELIVERABLES

This contract is an on-call contract with deliverables to be specified by COUNTY staff. These deliverables may include; but are not limited to:

- Site investigation and inspection
- Collection of materials and samples for testing and analyzation
- Provide project observation and recommendation
- Provide data evaluation and written report
- Meet OSHA requirements for asbestos awareness training
- Develop bid specifications, supply cost estimates, and review bids to determine most qualified bidder
- Provide project oversight services
- Other tasks as mutually agreed upon



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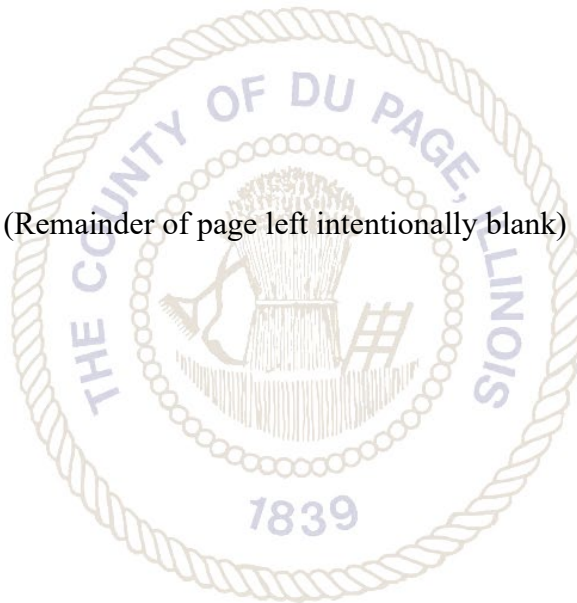
EXHIBIT C

**DUPAGE COUNTY DEPARTMENT OF FACILITIES MANAGEMENT
Consultant Employee Rate Listing**

CONSULTANT: MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC.

PROJECT: On-call environmental consulting

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Midwest Environmental Consulting Services

2024 DuPage County Rate Sheet (updated 2.6.2024)

Principal Level Professional	\$ 185.00 per hour
Certified Industrial Hygienist	\$ 220.00 per hour
Certified Safety Professional	\$ 132.00 per hour
IDPH Licensed Project Designer	\$ 132.00 per hour
Project Designs and Bidding (project specific)	\$1,500.00 – 5,000.00
Professional Engineer, P.E.	\$ 132.00 per hour
Hygiene Technician	\$ 125.00 per hour
IDPH Licensed Asbestos/Lead Inspector	\$ 125.00 per hour
IDPH Licensed Management Planner	\$ 125.00 per hour
IDPH Licensed Senior Project Manager	\$ 125.00 per hour
IDPH Project Manager/ Air Sampling Professional	\$ 125.00 per hour
Secretarial- Clerk	\$ 58.00 per hour
CAD Technician	\$ 66.00 per hour

Samples

Daily PCM Air Samples (ALL PM PROJECTS)	\$ 16.50 per sample
PCM Air Samples (24-hour turnaround)	\$ 75.00 per sample
PCM Air Samples (6-hour turnaround)	\$ 58.00 per sample
PLM Bulk Samples (5-day turnaround)	\$ 42.00 per sample
PLM Bulk Samples (24-hour turnaround)	\$ 84.00 per sample
TEM Bulk Samples (5- day turnaround)	\$ 90.00 per sample
TEM Bulk Samples (24-hour turnaround)	\$ 191.00 per sample
TEM Air Samples (6-hour turnaround)	\$ 191.00 per sample
TEM Air Clearances (6-hour turnaround)	\$1,600.00 per set
Mold Samples (5-day turnaround)	\$ 115.00 per sample
Mold Samples (24-hour turnaround)	\$ 231.00 per sample
XRF	\$ 405.00 per day
Lead Air Samples (5-day turnaround):	\$ 40.00 per sample
Lead Air Samples (24-hour turnaround):	\$ 80.00 per sample
Lead Air Samples (3-hour turnaround):	\$ 153.00 per sample
Lead Wipe Samples (5-day turnaround):	\$ 40.00 per sample
Lead Wipe Samples (24-hour turnaround):	\$ 80.00 per sample
Lead Wipe Samples (3-hour turnaround):	\$ 153.00 per sample
Silica Sampling w/ Respirable Dust (standard turnaround):	\$ 290.00 per sample
Silica PPI Sampler:	\$ 63.00 per sample
Q-Trak	\$ 505.00 per week
Moisture Meter	\$ 175.00 per day
Thermal Camera	\$ 175.00 per day
Balometer	\$ 175.00 per day

Expenses (if required)

Express Delivery	\$ cost plus 15%
Miscellaneous Expenses	\$ cost plus 10%
Final Project Management Report	\$ 367.00

Corporate Headquarters

2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office

954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office

3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



Escalator

The pricing contained in the agreement between DuPage County and Midwest Environmental Consulting Services, Inc. for hourly based services and sampling shall remain fixed during the first year of the contract term. The rates will be adjusted each year by 4% for the remaining 3 years of the contract term.

Litigation Support

Expert testimony in depositions, hearings, mediation and trials will be charged 200% of above rates.

Travel Time

Travel time will be charged at regular hourly rates, for actual time involved.

Outside Services

Cost + 10%

Rental of Equipment not ordinarily furnished by MEC, and all other costs, such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.

Collections

Should it become necessary for MEC to take legal action to be paid for its services or enforce these terms and conditions, all collection and reasonable legal costs associated with such action will be reimbursed by the client.

Terms

Billings are payable upon presentation and are past due 50 days from invoice dates. A finance charge of 1.5% per month, or the maximum amount allowed by law, will be charged on past-due accounts. Midwest Environmental Consulting Services, Inc. makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice. A minimum fee of \$280.00 per service order will be billed for project management. Any work required above a regular eight-hour workday will be billed at time and one half with a minimum charge of four hours. Work completed on Saturday will be billed at time and one half. Work on Sunday or holidays will be billed at double time. Court related activities i.e., depositions and testimony will be billed as a full eight-hour day. Preparation time will be billed by the hour, plus expenses.

Midwest reserves the right to adjust these prices at any time. The Client will be notified of price changes prior to starting new work.

Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.
2. This Exhibit should include all classifications that *might be* involved with the project. This avoids your resubmittal and the need to go through the approval process again.
3. Minimum rate is the lowest rate being paid to personnel for a particular classification (rounded down to nearest \$ amount).
4. Maximum rate is the top rate being paid to personnel for a particular classification considering employee raises within contract period (rounded up to nearest dollar amount).
5. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.

