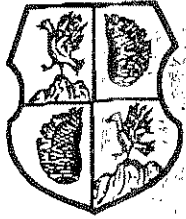


SEP 26 2002



## Grauvogel & Associates

September 23, 2002

City of South Bend  
Board of Public Works  
1300 County-City Building  
South Bend, IN 46601

Attention: Mr. Carl Littrell, City Engineer

Subject: Agreement for Environmental Services - Oliver Plow Works Phase 2 Demolition

Dear Carl:

At the request of Ms. Ann Kolata we are pleased to submit our Agreement for professional engineering and industrial hygiene services in connection with review and coordination of the environmental aspects of the Oliver Plow Works Phase 2 demolition project. Our work will involve review and coordination of the removal and disposal by the General Contractor of asbestos-containing material (ACM), Resource Conservation and Recovery Act (RCRA) wastes, oil contaminated soils and electrical equipment containing polychlorinated biphenyls (PCB's). We have discussed the scope of the work with Ms. Ann Kolata to identify the specific tasks to be included in our scope of work:

### SCOPE OF SERVICES

The following numbered Oliver Plow Works/White Farm Equipment structures are included in the project, with exceptions as noted above: 1 (floor slab only), 3A (floor slab only), 11 (foundation only), 14, 28, 29, 29A, 29B, 30, 30A, 31, 33, 34, 34A, 35, 35A, 35B, 37, 38, 38A, 39, 39A, 40, 41, 41A, 41B, 43, 46 (abate only), 47 (abate only), 47A, 58 and 59.

Under this agreement we propose to provide on-site observation and technical assistance for an anticipated average of four (4) hours daily for the scheduled 214 working-day, 300 calendar-day duration of the project. Grauvogel & Associates will provide the services of a qualified Professional Engineer, Indiana-accredited asbestos inspector, environmental technicians, and support staff to perform the following for each of these categories of hazardous materials:

- coordinate the decontamination of the Building 41A pit concrete
- sample under the Building 41A pit and develop a course of action, depending on the presence of contaminated soil/groundwater – coordinate and interface with Hull & Associates on ultimate remedy
- handle the Building 47 pit same as above, although things are complicated by the presence of the building structure
- observe soils under the buildings after the floor slabs are removed and sample as needed – interval to be developed with Hull & Associates
- coordinate removal of the cistern water and sludge
- sample the contaminated soil at the southwest corner of the intersection of Building 41A and 41B and coordinate any necessary clean-up
- handle remaining asbestos and light fixtures (PCBs, mercury)
- coordinate our activities with Hull & Associates

Oliver Plow Works Agreement  
Phase 2 Demolition Environmental Services  
9/23/02 Page 2



- coordinate our activities with IDEM as needed
- assist Hull & Associates with local response – information gathering, site visits, well sampling or similar – when requested by the City or Hull

## COMPENSATION

For providing this *Scope of Services*, Grauvogel & Associates will be paid on an hourly rate basis, plus reimbursable expenses, in accordance with the following schedule:

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Certified Industrial Hygienist	\$95.00
Industrial Hygienist in Training	\$60.00
Technician	\$45.00

Reimbursable expenses will consist of laboratory charges and sample shipping/handling charges for the actual number of samples analyzed. Labor includes soil sampling as stated in the *Scope of Services*, but the number of samples is indeterminate prior to the work and will be charged on a unit cost basis. Labor for additional services outside the scope presented in this Agreement will be invoiced at the same hourly rates:

The following assumptions are incorporated into the estimated fees to address uncertainties during the demolition, since some discoveries are anticipated during the work:

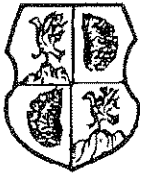
- > the quench pits and tanks have not leaked into the soil or impacted the groundwater
- > the cistern sediment can be disposed on site
- > no additional PCB-containing electrical equipment will be located that requires final wipe samples for demolition

On the basis of the above *Scope of Services*, we estimate the total fee for the project excluding reimbursable expenses will be as follows:

<b>LABOR</b>	<b>Days</b>	<b>Per Day</b>	<b>Total</b>
<i>On-Site Review</i>			
PE/CIH	214	\$95.00	\$20,330.00
IHIT	214	\$240.00	<u>51,360.00</u>
<b>Labor Estimated Total</b>			<b>\$71,690.00</b>

<b>REIMBURSABLES</b>	<b>Unit Cost</b>
<i>Laboratory Analyses - Soil</i>	
RCRA Metals	\$145.00
SVOC (B/N/A)	\$315.00
VOC	\$180.00
TPH (waste oil)	\$75.00
PCB (soil)	\$90.00
<i>Laboratory Analyses - Water</i>	
Priority Pollutant Metals	\$150.00
SVOC (B/N/A)	\$315.00
VOC	\$175.00

Oliver Plow Works Agreement  
Phase 2 Demolition Environmental Services  
9/23/02 Page 3



This estimated total fee for Labor will not be exceeded without prior written justification and approval. Analytical costs will be billed on the unit cost basis shown with the actual numbers of samples needed to complete the work.

**ADMINISTRATION**

We trust that this Agreement adequately sets forth the terms and conditions between us. If so, please sign, date and return one copy of the Agreement to us as our official Notice to Proceed. If you prefer to issue a purchase order, please reference this Agreement.

Thank you for your confidence in Grauvogel & Associates. We look forward to serving you on this project. Please direct any questions you may have concerning this matter to the undersigned at your convenience.

Sincerely,  
Grauvogel & Associates

Lawrence W. Grauvogel, PE, CIH, CSP

**APPROVED AND ACCEPTED**  
City of South Bend, Indiana  
Board of Public Works

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED**  
Board of Public Works

OCT 24 2002