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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2021-R-032**

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**A RESOLUTION APPROVING AN AGREEMENT WITH MIDWEST ENVIRONMENTAL  
CONSULTING SERVICES, INC. FOR SITE INVESTIGATION AND UNDERGROUND  
STORAGE TANKS (UST) REMOVAL ACTIVITIES FOR THE BECHSTEIN CONSTRUCTION  
COMPANY PROPERTY, 17368 68TH COURT**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2021-R-032**

**A RESOLUTION APPROVING AN AGREEMENT WITH MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC. FOR SITE INVESTIGATION AND UNDERGROUND STORAGE TANKS (UST) REMOVAL ACTIVITIES FOR THE BECHSTEIN CONSTRUCTION COMPANY PROPERTY, 17368 68TH COURT**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Midwest Environmental Consulting Services, Inc. , a true and correct copy of such agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Purchase and Sale Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

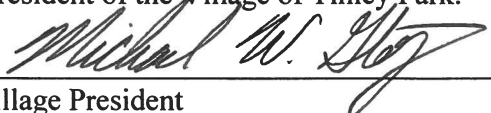
**ADOPTED** this 4<sup>th</sup> day of May, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

**NAYS:** None

**ABSENT:**None

**APPROVED** this 4<sup>th</sup> day of May, 2021, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

**ATTEST:**  
  
\_\_\_\_\_  
Village Clerk

# **EXHIBIT 1**



Consultants ◀ Engineers ◀ Scientists

Friday, May 21, 2021

Proposal #2103233-rev.1

Mr. Colby Zemaitis  
Village Engineer  
Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60171

Subject: **Proposal – Site Investigation and UST Removal Activities  
Beckstein Construction Company Property  
17368 68<sup>th</sup> Court  
Tinley Park, Illinois 60477  
MEC Proposal # 2103233-rev.1**

Dear Mr. Zemaitis;

Midwest Environmental Consulting Services, Inc. (MEC) is pleased to submit this cost proposal to the Village of Tinley Park (Village) to provide environmental consulting services associated with a site investigation and removal of potential underground storage tanks (USTs) at the Beckstein Construction Company property located at 17368 68<sup>th</sup> Court in Tinley Park, IL. Herein referred to as the Site.

MEC has prepared this proposal based on the understanding of the activities to be completed as discussed, the reviewed information submitted to MEC, and according to the scope of work outlined herein. The following sections of this proposal present our understanding of the project background, scope of service, lump sum costing, schedule and closing remarks.

### **BACKGROUND**

MEC's understands that the Site was a former Standard Oil bulk plant and was closed in September, 1976. The Site was acquired by Beckstein Construction Company and utilized as a construction yard that had a number of USTs and above-ground storage tanks containing diesel fuels, gasoline, and waste oil. The on-site building is utilized as an office area and maintenance area to service construction equipment.

According to records from the Illinois Office of the State Fire Marshal (OSFM), two, 8,000-gallon USTs and one, 2,000-gallon gasoline UST were removed from the Site in March, 2001. According to the Illinois Environmental Protection Agency (IEPA) database, a release incident is documented for the three USTs. Based on the database, it appears that the incident was never closed, nor a No Further Remediation (NFR) determination was issued for the incident. In addition, a 4,000-gallon diesel UST potentially remains at the Site with a number of ASTs containing diesel fuel, gasoline and waste oil. According to the OSFM database, the 4,000-gallon UST is not listed as being a registered UST.

The Village is interested in acquiring the Site and has requested MEC to prepare a cost proposal to conduct a subsurface investigation to assess subsurface soils and groundwater for impacts associated with the removed USTs, as well as other identified USTs and ASTs that are at the Site..

#### **Yorkville Location**

2551 N. Bridge St.  
Yorkville, IL 60560

P: (630) 553-3989  
F: (630) 553-3990

#### **Peoria Location**

3100 N. Knoxville Ave.  
Suite 204

Peoria, IL 61603  
P: (309) 621-4680  
F: (309) 621-4690

[www.mec-us.com](http://www.mec-us.com)

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## **SCOPE OF WORK**

This scope of work has been prepared based on our past discussions regarding the Site and the scope of work sent to MEC in your e-mail dated April 19, 2021. The objective of the scope of work is as follows:

- Identify potential USTs that have not been removed from the Site;
- Perform a site Investigation in the area of the 8,000-gallon diesel UST (Tank #1) located on the southeast portion of the Site, the 8,000-gallon diesel USTs (Tank #2) and the 2,000-gallon gasoline UST (Tank #3) that were previously removed in 2001 and subsequent release incident, and prepare documentation to support a regulatory closure of the open release incidents at the Site.
- Provide costing to remove other USTs identified during the investigative activities, as well as testing and preparation of 20-day and 45-day reports to the IEPA.

### **Task 1 – Geophysical Investigation**

The purpose of the geophysical investigation is to ascertain whether any USTs remain in the ground at the Site prior to performing any invasive investigative activities. As outlined in the requested scope of work, MEC will perform a geophysical investigation of the various property parcels that are associated with the Site utilizing electromagnetic survey techniques. MEC will grid out the Site on five-foot line spacings to perform the electromagnetic investigation. Identified subsurface anomalies (potential USTs) will be located and marked with flagging or spray painted on the ground surface, as well as documented onto a Site diagram.

Given the long operational history of the Site, as well as its use as a construction yard, MEC anticipates that the near surface soils may contain various ferrous metal objects which will skew the electromagnetic investigation. With this understanding, MEC highly recommends that the electromagnetic survey be coupled with ground penetrating radar (GPR) techniques to provide for a deeper penetration and view into the subsurface soil horizons to an approximate depth of ten foot below grade surface (bgs). The GPR technique will also aid in a better resolution of identified anomalies and determining the size and configuration within the subsurface so that it can be correlated to an UST. We have provided costs for the addition of GPR as an option to the geophysical investigation.

### **Task 2 – Parcel 1 LUST Investigation and Closure Activities**

This task will assess and delineate subsurface soil impacts associated with the three USTs that were removed from the Site in 2001 to include the area of the 8,000-gallon, diesel UST (Tank #1), and the area of the 8,000-gallon diesel UST (Tank #2) and the 2,000-gallon, gasoline UST (Tank #3).

Based on our past discussions, review of the IEPA and OSFM database, and Freedom of Information Act (FOIA) information from the OSFM, a release incident was filed with the Illinois Emergency Management Agency (IEMA) during the removals of the three tanks indicating petroleum impacts to the surrounding fill and native soils. A 20-day and 45-day reports were prepared and submitted to the IEPA LUST Program to document the releases from the USTs. For purposes of this proposal, it is our understanding that The Village will acquire these reports from Beckstein Construction Company and provide those to MEC for review. Based on our review of these documents, as well as discussions with the IEPA Project Manager assigned to this release incident, MEC may revise the subsurface investigative scope of work outlined below and will coordinate any scope changes with the Village and the IEPA.

MEC will prepare a Work Plan and Budget for the investigative activities outlined below. MEC proposes that up to eighteen soil borings be advanced to a depth of twenty feet bgs in the two areas of the Site where the USTs were removed in 2001. The soil borings will be advanced utilizing a track mounted Geo Probe drill rig. The locations and rationale for the soil borings are as follows: GP-1

through GP-8 will be advanced in the area of the former 8,000-gallon diesel UST (Tank #1) that was removed and has an open release incident; GP-9 through GP-18 will be advanced in the area of the former 8,000-gallon diesel UST (Tank #2) and the 2,000-gallon gasoline UST (Tank #3). At each of the two UST areas, the soil boring will be located in a manner to delineate the lateral and vertical extent of soil impacts.

Each soil boring will be sampled continuously to terminus. Each recovered soil sample will be field screened with a photo-ionization detector (PID) and the soil descriptions and other pertinent observations will be documented on a soil boring log. At each soil boring, three soil samples will be collected from different soil horizons, in which two of the soil samples will be submitted to a contract laboratory for analyses. All soil samples collected from the soil borings, for the exception of soil borings GP-11 and GP-15, will be analyzed for benzene, toluene, ethylbenzene and xylene (BTEX), methy-tert-butyl-ethylene (MTBE), Polynuclear Aromatics (PNAs), total lead, and pH. The third sample collected from the deepest soil horizon will be submitted to the contract laboratory, but placed on hold till the sample results of the shallower soil samples are reviewed. The third soil sample may be analyzed dependent on the results of the other soil samples analyzed to ascertain the vertical limits of potential impacts found within each boring location. With that understanding, we have included the cost for the analysis of fifty-four soil samples.

At three soil boring locations, MEC will install a two-inch, PVC groundwater monitoring well that will be installed to approximately twenty feet bgs. MEC will purge each groundwater monitoring well and then collect a groundwater sample from each for analysis. Each groundwater sample will be submitted to the contract laboratory for BTEX, MTBE, PNAs, and total lead analyses.

MEC will survey the permanent monitoring wells for elevation. The top of casing of each well will be surveyed to the nearest 0.01 feet relative to a designated on-site benchmark. The groundwater flow direction below the Site will be assessed using the static water levels and well elevation survey data. The potentiometric surface (groundwater elevation) in each well will be calculated by subtracting the depth to groundwater from the surveyed top of casing elevation from each well. A groundwater flow diagram will be prepared by plotting potentiometric values for each well on a scaled map of the Site, and drawing equipotential lines across the Site. The directions of groundwater flow will be vectors perpendicular to the equipotential lines of elevation.

All drilling and sampling equipment will be decontaminated between sample collection and borehole location. Soil cuttings will be placed back into the soil borings and mixed with bentonite to seal the boreholes, and the boreholes will be sealed at the surface utilizing asphalt patch or concrete mix.

Soil cuttings for the permanent well and purge and decontamination wash water will be placed into 55-gallon drums, as applicable, and disposed of in accordance with state and federal regulations. The cost for transportation and disposal of three drums of soil cuttings and one drum of decontamination and well purge water is included in this proposal.

### **Task 3 – UST Investigation, Removal and Reporting Activities**

Based upon the geophysical investigation proposed in Task 1, if any USTs are identified, MEC will assess the subsurface soil and fill material surrounding the identified UST to determine if a release has occurred. For purposes of this proposal, we assume that a 4,000-gallon diesel UST will be identified at the Site.

#### **Task 3A -Subsurface Investigative & Reporting Activities**

MEC proposes to advance four soil borings to a depth of twenty foot below grade surface (bgs). Each soil boring will be sampled continuously to terminus. Each recovered soil sample will be field screened with a photo-ionization detector (PID) and the soil descriptions and other pertinent observations will be documented on a soil boring log. At each soil boring three soil samples will be collected from different soil horizons, in which two of the soil samples will be submitted to a contract laboratory for

The analytical results from the soil samples collected and groundwater sample (if collected) will be compared to the most stringent Remedial Objectives (ROs) outlined in the IEPA Tiered Approach to Corrective Actions (TACO), 35 IAC, Part 742 (Residential Properties). If contaminants of concern are present above the ROs for residential properties, a release incident needs to be called into the Illinois Emergency Management Agency (IEMA).

Once all data has been reviewed, MEC will prepare a report of findings that will outline the investigative activities and analytical results compared to the TACO ROs. This report will be submitted to the OSFM as an assessment report which documents the release incident.

The OSFM database does not indicate that the 4,000-gallon UST has been registered with the State of Illinois. With that understanding, MEC can prepare documentation for late registration and submit to the OSFM, along with the appropriate fee of \$700. This late registration will allow for potential cost reimbursement of UST removal and associated investigative and remediation activities related to the UST. In addition, MEC will prepare an eligibility determination to the OSFM for a decision on the deductible cost amounts that would apply to the release incident.

As a note, the subsurface investigative scope outlined above can be coupled with activities scoped in Task 2 which will provide an overall savings on additional mobilization charges that would be incurred if the drilling and sampling activities were performed in two separate events. This cost savings has been incorporated in the cost section of this proposal.

### **Task 3B – UST Removal Activities and Reporting**

Under early action, MEC and their UST removal contractor (RW Collins) will prepare permit to remove the identified UST. Once the removal permit has been issued by the OSFM, MEC will schedule a date for the removal of the UST

MEC and their contractor will mobilize to the Site to remove the UST. The UST will be properly accessed, any product or water will be removed via a tanker truck, and then vented prior to removal. Once the UST has been removed from the ground, it will be staged on plastic sheeting, opened on each end, and the inside areas cleaned. Residual product will be captured and pumped out of the UST. The UST will be loaded onto a truck and transported for disposition.

Once the UST and impacted soil/fill materials have been removed, the excavation will need to be assessed per OSFM requirements. Impacted soil from the excavation will be removed and stockpiled on plastic sheeting for future disposition at a regulated landfill. We have estimated up to 50 tons of impacted material be removed and disposed of. MEC will collect soil samples from each of the four sidewall and base of the excavation. A total of five soil samples will be collected and submitted to a contract laboratory for analyses to include BTEX, MTBE, PNAs, total lead and Ph. The excavation will be backfilled with limestone aggregate.

In the event that a release incident occurs, a 20-day and 45-day reports will need to be prepared and submitted to the IEPA. MEC will prepare the 20-day Report as well as other required forms for the

IEPA, Leaking Underground Storage Tank (LUST) Program. In addition, MEC will prepare the 45-day Report which will outline the investigative activities conducted, UST removal activities and analytical data compared to the TACO ROs for residential properties. If additional investigative activities are necessary to delineate the impacts of the contaminants of concern, MEC will propose the activities under a separate proposal.

#### **Task 4 – Parcels 2-5 Subsurface Investigation and Reporting**

This task will assess the areas of the Site that contain aboveground storage tanks (ASTs), as well as other operational areas that may have been impacted by past operations at the Site.

#### **Task 4A – Subsurface Investigative Activities**

MEC proposes that ten soil borings be advanced to a depth range of ten to fifteen feet bgs. The locations and rationale for the soil borings are as follows: GP-19 through GP-24 will be advanced in the areas of the on-site ASTs and former locations to assess potential impacts from dispensing operations, as well as product storage; GP-25 will be advanced inside the maintenance garage to assess potential subsurface impacts from maintenance activities; GP-26 through GP-29 will be advanced in the areas where construction and heavy equipment have been staged to assess potential impacts from petroleum releases from the equipment;

Each soil boring will be sampled continuously to terminus. Each recovered soil sample will be field screened with a photo-ionization detector (PID) and the soil descriptions and other pertinent observations will be documented on a soil boring log. At each soil boring, two soil samples will be collected from different soil horizons, in which one of the soil samples will be submitted to a contract laboratory for analyses. All soil samples collected from the soil borings, for the exception of soil borings GP-25, will be analyzed for BTEX, MTBE, PNAs, total lead, and pH. Soil samples collected from soil boring GP-25 will be analyzed for volatile organic compounds, PNAs, 8 RCRA metals, and pH. The second sample collected from the deepest soil horizon will be submitted to the laboratory, but placed on hold till the sample results of the shallower soil samples are reviewed. The second soil sample may be analyzed dependent on the results of the first soil samples analyzed to ascertain the vertical limits of potential impacts found within each boring location. With that understanding, we have included the cost for the analysis of twenty soil samples.

As a note, the subsurface investigative scope outlined above can be coupled with activities scoped in Task 2 which will provide an overall savings on additional mobilization charges that would be incurred if the drilling and sampling activities were performed in two separate events. This savings is incorporated into the cost section of this proposal.

#### **Task 4B - Report Preparation**

MEC will prepare a subsurface investigation report that will outline the investigative activities performed, the analytical results as compared to the TACO Remediation objectives for residential properties, site diagrams depicting the soil boring locations and areas of impact, as well as recommendations for further investigative activities to be performed to delineate identified impacts, if necessary.

#### **Project Assumptions**

The following project assumptions are made that are subject to the above scope of work.

1. MEC shall not be held responsible for any damage that may occur to sidewalks, curbs, driveways, asphalt or concrete pavement designed to remain from equipment brought into the Site for investigative activities. However, MEC will take caution to keep any such damages to a minimum.



2. Should drilling or auger refusal occur, the boring will be offset and re-drilled at up to two different locations.
3. Project delays caused by hidden conditions, unspecified hazardous materials, or other trade scheduling conflicts will result in additional costs.
4. Groundwater monitoring wells that may be damaged or removed as part of other activities before IEPA final review and submittal of certificates may need to be replaced. Any replacement of wells will be covered under a change order.
5. Analytical testing will be completed on a standard turnaround basis of ten business days.
6. Any additional investigation requirements or costs for Site closure will be discussed following receipt of the analytical results or IEPA comments and addressed under a Change Order, if needed.
7. It should be noted that it is difficult to predict what the individual IEPA Project Managers will require. Additional investigation may be required once the IEPA has reviewed the project reports. Any additional investigation, including additional and/or off-site borings, is not included in this proposal or cost.
8. Costs are based on 50 tons of impacted soil and fill being removed. Any additional costs associated with removal activities will be addressed as a formal change order.

## **SCHEDULE**

MEC will initiate scheduling the scope of services upon authorization to proceed. MEC will coordinate the on-site schedules with the Village. The geophysical investigation can be initiated within one week from authorization to proceed and be completed in one business day.

Drilling and sampling outlined in Tasks 2, 3A, and 4A will be scheduled upon authorization to proceed and are anticipated to begin within one week after the scope of Task 2 is agreed upon by the IEPA Project Manager. It is anticipated that drilling and sampling activities, as well as groundwater monitoring wells will be completed in three days. UST removal activities, backfilling and soil disposal can be completed in two days. Sampling of groundwater and surveying the monitoring well locations will be completed in one day. Analytical testing will be on a standard turnaround of ten days of receipt of the samples.

## **PROJECT COSTS**

MEC proposes to complete the scope of services presented in this proposal for an estimated cost of **\$84,194.00**. A breakdown of our costs per task is as follows:

### **Task 1 – Geophysical Investigation**

Electromagnetic Scanning	\$ 2,960.00
Ground Penetrating Radar and Electromagnetic (Optional Cost)	\$ 3,900.00

<b>Subtotal – Task 1</b>	<b>\$ 2,960.00</b>
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### **Task 2 – Parcel 1 Lust Investigation & Closure Activities**

• IEPA Coordination, Work Plan and Budget Estimate	\$ 2,000.00
• Mobilization	\$ 1,000.00
• Drilling and sampling of eighteen soil borings	\$ 3,900.00
• Groundwater monitoring well installation (3 wells to 20 feet)	\$ 2,500.00
• Project management, oversight, and sampling	\$ 4,000.00
• Laboratory soil analyses (\$178/sample for 54 samples)	\$ 9,612.00
• Laboratory water analyses (\$178/sample for 3 samples)	\$ 534.00

• Laboratory soil analyses (\$178/sample for 12 samples)	\$ 2,136.00
• Laboratory water analyses (\$178/sample)	\$ 178.00
• OSFM assessment report	\$ 1,500.00
• Late registration fee to OSFM (Optional)	\$ 700.00
<b>Subtotal Task 3A</b>	<b>\$ 9,064.00</b>
<b>Task 3B - 4,000-Gallon UST Removal Activities</b>	
• Mobilization	\$ 500.00
• 4,000-gallon UST Removal	\$ 8,340.00
• Project management, oversight and sampling	\$ 3,200.00
• Tanker truck (\$138/hour for 8 hours)	\$ 1,104.00
• Pump & dispose of liquids (\$0.78/gallon for 1,000 gallons)	\$ 780.00
• Excavation & loading of impacted soil	\$ 3,350.00
• Transportation and soil disposal (\$51/ton for 50 ton)	\$ 2,550.00
• Laboratory (\$178/sample for 5 samples)	\$ 890.00
• Backfilling- CA 6 (\$22.50/ton for 100 tons)	\$ 2,250.00
• 20-Day and 45-Day reporting	\$ 3,600.00
• Reimbursement Claim Preparation	\$ 1,800.00
<b>Subtotal – Task 1B</b>	<b>\$28,364.00</b>
<b>Subtotal – Task 3 (Fixed Fee)</b>	<b>\$37,428.00</b>
<b>Task 4 - Site Investigation and Reporting</b>	
• Mobilization (Coupled with Task 2 drilling no charge)	\$ 500.00
• Drilling and sampling of ten soil borings	\$ 1,800.00
• Project management, oversight, and sampling	\$ 1,600.00
• Laboratory soil analyses (\$178/sample for 18 samples)	\$ 3,204.00
• Laboratory soil analyses (\$298/sample for 2 samples)	\$ 596.00
• Report Preparation	\$ 3,000.00
• Project Coordination and Management/IEPA Liaison	\$ 700.00
<b>Subtotal – Task 4</b>	<b>\$11,400.00</b>
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$84,194.00</b>

Our Professional Services Agreement, which apply to the proposed services are attached. Any changes to our Professional Services Agreement must be agreed to in writing by both parties prior to your authorization to proceed or issuance of a purchase order. Your verbal or written authorization, or issuance of a purchase order will form a binding contract and indicate your acceptance of the agreed upon terms.

**CLOSING**

MEC appreciates the opportunity to provide our environmental services to you and the Village of Tinley Park. Please feel free to contact me at 708/932-3975 with any questions or comments you may have regarding this proposal.

Best Regards,

**Midwest Environmental Consulting Services, Inc.**



Gregory C. Weeks, P.G., R.G.  
Manager, Environmental Services

Attachments: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into this 22<sup>nd</sup> day of April, 2021 by and between Midwest Environmental Consulting Services, Inc. ("Midwest") and Kelly Marmo, as successor Trustee of the Barbara T. Bechstein Living Trust, of 19518 Everett Lane, Mokena, IL 60448 and Village of Tinley Park ("Client" and the Village of Tinley Park "Village" collectively "Client" or "Clients").

In consideration of the mutual covenants and agreements set forth in the Agreement, Midwest Environmental Consulting Services, Inc., and Client agree as follows:

1. **SERVICES.** Midwest Environmental Consulting Services, Inc. agrees to perform the professional engineering consulting, training and other services described in Proposal No: 2103233-rev.1, excluding Task 1 dated April 22, 2021 the Proposal, and all modifications and amendments thereto, including any special qualifications, conditions, limitations, are incorporated into this Agreement by reference and are subject to the terms of this Agreement. This Agreement and the Proposal may be modified only in writing signed by Midwest and the Village of Tinley Park "Village".
2. **FEES FOR SERVICES.** Client shall pay Midwest for services the full amount of the individual line items quoted in the Proposal. Any price designated in the Proposal as an estimate shall not constitute a quotation of a single price, but shall be for estimated or budgeting purposes only. In the event that the Proposal quotes a price on a time and material basis rather than on a single price basis, Client shall pay Midwest for services in accordance with the provisions of the Standard Rate Schedule attached to the Proposal and made part of this agreement.

Payment is due within thirty (30) days of invoice by Midwest to Village. Invoice should state Trust Client's name and be sent to both Clients. Midwest will submit invoices to Client upon completion of services, or upon completion of discreet phases of the project services of the Proposal identifies such phases. A late service charge of 2% per month, or the highest rate allowed by applicable law, whichever is lower, will be added to all amounts outstanding more than thirty (30) days after invoice. Client agrees to pay all applicable taxes.

3. **PROFESSIONAL STANDARDS AND WARRANTY.** Midwest will exercise reasonable skill and judgment and will perform its services until this Agreement in accordance with generally prevailing professional standards existing in the locale and at the time where and when the services were performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.
4. **CONFIDENTIALITY.** Midwest and Client shall retain as confidential all information and data provided to it by the other party to this Agreement which: (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of provision to the party. Confidential information shall not be disclosed to any third party, unless required by law or authorized in writing by the Client.

Provided, however, that nothing herein shall be interpreted as preventing either party from disclosing and/or using such confidential information or data: (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party; or (iii) when the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same good faith and who is not under any obligation to the transmitting party with respect thereto; or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. **RECOGNITION OF RISK.** Client recognizes, and Midwest's performance under this Agreement is subjected to the following risks: (i) it is not possible with a limited sampling program absolutely to prove the absence of hazardous or solid waste materials at the site where the work described in the Proposal will be performed; (ii) investigations by Midwest at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to appropriate federal, state and local regulatory authorities shall remain the Client's; (iii) environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time, and from place to place at the site; (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soils or water by contaminants already on the site; (v) certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g. the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site including absolute elimination of contaminants; (vi) the state of the art with respect to investigation of subsurface conditions, environmental cleanup techniques, the long-term effect of chemicals and treatment methods on soils, the availability and performance of manufacturing equipment, and the availability and suitability of lubricating and other fluids is changing, and any improvement in the state of the art with respect to those subjects or others shall not be deemed to be evidence that Midwest has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and (vii) government regulations with respect to environmental contamination, cleanup, education and/or training may change over time.
6. **CLIENT OBLIGATIONS.** Client shall furnish or make available to Midwest such documents and information regarding conditions at the site where the services described in the Proposal are to be performed by Midwest as Midwest may require, including without limitation, all information available to Client with respect to any hazardous or solid wastes, substances, contaminants, pollutants, underground obstruction, utilities, underground piping, site history, utility lines and manufacturing

specifications, requirements and processes. Midwest is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by Midwest.

Client shall provide for Midwest's right to enter the project site and/or adjacent properties as necessary for Midwest to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall hold harmless and indemnify Midwest for claims of trespass or property damage required in providing the services described in this Proposal, except where Midwest is negligent or has violated the Client's specific written instructions.

Client shall be responsible for repairs to all roadways, paved areas and right-of-way resulting from Midwest's performance of services under this Agreement.

Client shall provide access and work space at the site for Midwest and any subcontractor performing services under this Agreement.

Client shall ensure the timely cooperation of Client's employees as reasonably requested by Midwest in the performance of services under this Agreement.

- 7. **DOCUMENTS AND USE OF INFORMATION.** All documents furnished by the Client to Midwest shall, at the Client's written request, be returned to Client upon completion of the services of this Agreement, provided that Midwest may retain one copy of all such documents for its files. Final reports, including drawings, plans and specifications prepared by Midwest for the Client shall be the sole property of the Client upon full payment by Client due under this Agreement. Midwest shall retain possession and ownership of all calculations, internal memoranda, and other work papers relief upon by Midwest to prepare such final reports, and Midwest may retain copies of such final reports.

Client may use any final reports of findings, plan designs, engineering work, and any educational training materials, as Client wishes; however, Client shall indemnify and hold harmless Midwest from and against any and all claims, damages, losses and expenses arising out of the use by Client of such reports and materials other than in connections with completion by Midwest of the work described in the proposal. Midwest shall be entitled to use any information, technology, procedures, processes or methods learned or developed by Midwest from its provisions of services under this Agreement. Midwest shall retain all the rights entitled to all patentable and unpatentable inventions, including confidential know-how, developed by Midwest for provision of services under this Agreement. Midwest grants to Client a royalty-free, non-exclusive, nonassignable license as to such inventions and know-how to use in the same facility and/or location described in the Proposal. Midwest may use Client's name and a general description of work performed by Midwest for Client in Midwest's promotional materials and for other purposes.

- 8. **PROJECT DELAY.** Midwest is not responsible for any delay caused by acts of God, acts of third parties, weather conditions not reasonable foreseeable, intervention of public authorities, inability without the fault of Midwest to obtain permits necessary to perform services under this Agreement, work stoppages, changes in applicable federal, state or local regulations after the date of this Agreement, failure of Client to provide access to information requested by Midwest to perform its services under this Agreement, or any other condition or event which is beyond the reasonable control of Midwest. In the event of any such delay, Midwest shall be entitled to a reasonable additional time to perform the services described in the Proposal. Midwest shall be entitled to be compensated for its additional time to perform the services described in the Proposal. Midwest shall be entitled to be compensated for its additional fees and cost caused by such delay. If Midwest is unable to begin performing the services described in the Proposal, through no fault of its own, within 14 days of the anticipated commencement date, then Midwest shall have the option at its sole discretion to: (i) extend the commencement date and completion date by a length of time equal to the delay; or (ii) extend the commencement and completion dates mutually acceptable to Midwest and Client; or (iii) amend the time required for performance and/or the amount due under this Agreement through changes to this Agreement mutually agreed to by Midwest and Client; or (iv) terminate this Agreement. If Midwest fails through its fault to commence performing the services described in the Proposal within 14 days of the anticipated commencement date, then Client shall have the option to: (i) extend the commencement and completion dates to dates mutually acceptable to Midwest and Client; or (ii) terminate this Agreement.
- 9. **PROJECT CHANGES.** Client may at any time prior to the completion of the services under this Agreement request modification in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by Midwest. Client shall be responsible for any additional fees or costs of Midwest resulting from such changes. If such changes cause an increase in the time for performance or services under this Agreement, an oral order for changes from Client to Midwest (including directions or instructions given in person or telephone) shall constitute a valid change order under this Agreement, provided that Midwest gives Client written notice within ten (10) days of such oral stating that Midwest regards the oral order as a change order and the Midwest agrees to the change.
- 10. **INSURANCE.** Upon request, Midwest shall furnish copies of insurance certificates showing that Midwest maintains the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	\$100,000 each occurrence, \$500,000 aggregate
General Liability	\$1,000,000 each occurrence
Automotive Liability	\$1,000,000 each occurrence
Professional Liability	\$1,000,000

11. **LIABILITY FOR WASTE MATERIALS.** Midwest is not and has no authority to act as, a generator, creator, storer, transporter, disposer, or owner or operator of any hazardous substances or wastes, pollutants, contaminants, or manufacturing operations or processes located, found or identified at the site of the services described in the Proposal. Any hazardous or solid waste identified, discovered or encountered by Midwest at the site shall remain the responsibility of the Client, and shall at no time become property of Midwest. Any arrangements for the treatment, storage, transport, or disposal of any hazardous or solid waste, which may be made by Midwest, shall be at the specific direction of the Client and shall be made solely on the Trust's behalf and for the Trust's benefit. Trust shall indemnify and hold harmless Midwest from any and all claims, damages, suits, losses and expense (including attorney's fees and other costs for defense) in any way arising from such arrangements.

12. **INDEMNIFICATION.** Midwest agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of Midwest, its employees, or agents in the performance of services under this Agreement; provided, however, Midwest will not be obligated to indemnify Client against liability arising as a result of Client's or its directors', officers', employees', agent's or contractors' or subcontractors' negligence or intentional misconduct.

Trust agrees to indemnify and hold harmless Midwest, its directors, officers, stockholders, employees, agents and subcontractors from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) which arise out of or results from: (i) any release or threatened release of hazardous or solid wastes, substances, pollutants, contaminants or gas, liquid or solid materials or any failure to detect or evaluate the existence or release of such materials; (ii) any holding or claim that Midwest or any of its subcontractors is a "generator" or "transport" of hazardous wastes or an "operator" of the site, as such terms are used or defined under state or federal law; or (iii) any negligent act omission of Client, its employees' agents, other consultants or contractors or any third party or entity, or any willful misconduct of such persons.

13. **LIMITATION OF LIABILITY.** Except for (i) claims covered under policies of insurance and policy limits stated in the Agreement and (ii) circumstances caused by the willful misconduct of Midwest, any and all liability for claims or damages by Client against Midwest, whether based upon contract, tort, strict liability, breach of warranty, professional negligence, or otherwise, shall be limited to the lesser of (iii) Client's cost to repair damage caused by the acts or omissions of Midwest or (ii) \$100,000.00.

In no event shall Midwest shall be responsible for any special, indirect, incidental or consequential damages (including loss of profit) incurred by Client as a results of Midwest's performance or nonperformance or services under this Agreement. All claims in connection with services performed under this Agreement shall be deemed waived unless made in writing and received.

14. **STORAGE AND SAMPLES.** Samples may, at Midwest's sole discretion, be (i) discarded by Midwest thirty (30) days after submission of a report regarding such samples; or (ii) be returned to Trust for final disposition by Trust; or (iii) be disposed of by Midwest at Trust's direction in accordance with all applicable laws and regulations. All disposal of samples shall be at Trust's cost. Midwest may make reasonable storage charges for samples and other materials held by Midwest at Trust's direction in excess of thirty (30) days.

15. **TERMINATION.** In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement upon fourteen (14) days written notice to the defaulting party.

This Agreement may be terminated without default if Midwest in its sole discretion determines that continuation of work would create an unnecessary or unreasonable safety or health risk to its employees or others, or that subsurface conditions, contamination or other conditions differ significantly from conditions, events or contaminants which were reasonably foreseeable as of the date of this Agreement. In the event of such termination neither party shall have any further liability to the other party with respect to this Agreement except with respect to fees and costs owed by the Client to Midwest.

Client shall have the right to suspend work under this Agreement by written notice to Midwest. In the event of such suspension, Midwest shall have the right at any time during such suspension to terminate this Agreement by giving written notice of termination to Client.

In the event of termination for any reason, Midwest shall be entitled to payment for all costs and service performed up to and including the date of termination. Notwithstanding any other provision of this Agreement or any provision or quote in the Proposal, in the event that this Agreement calls for payment on a single price basis, payment to Midwest upon termination shall be based instead upon Midwest's Standard Rate Schedule in effect at the time of such termination.

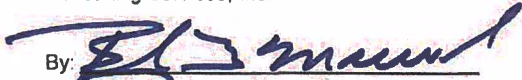
16. **SUBPOENAS.** The Client shall pay after notification by Midwest all time charge and expenses resulting from Midwest's required response to subpoenas issued by any person or entity in connection with Midwest's provisions of services under this Agreement, charges to be based upon Midwest's Standard Base Rate Schedule in effect at the time the subpoena is served.

17. **INDEPENDENT CONTRACTORS.** Midwest shall be considered to be an independent contractor and not an employee, agent, representative or joint venturer of Client. Midwest shall determine the time, manner, means and method of providing services under this Agreement and shall furnish all labor, tools and equipment necessary to perform such services; provided,

18. **CLIENT REPRESENTATIVE.** Client shall designate in writing a person to act as Client's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from Midwest with respect to this Agreement.
19. **SAFETY.** Midwest will perform work only under safe conditions. Client will be responsible for all costs incurred by Midwest for safety or security measures required by hazardous job conditions. Midwest has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.
20. **ASSIGNED AND SUBLETTING.** This Agreement is binding on heirs, successors, and assigns of the parties. This Agreement may not be assigned by Client to any third party without express written consent of Midwest. Midwest shall have the right to transfer, assign, or sublet, all or any portion of its rights obligations hereunder upon thirty (30) days written notice to the Client.
21. **NOTICE OF LIEN RIGHTS.** AS REQUIRED BY LAW, MIDWEST HEREBY NOTIFIED CLIENT THAT PERSONS, COMPANIES, OR CONSULTANTS FURNISHING LABOR, MATERIALS, OR PROFESSIONAL SERVICES INVOLVING CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON THE CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO MIDWEST ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FURNISH LABOR, MATERIALS OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION. ACCORDINGLY CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR, MATERIAL OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. MIDWEST AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS WHO SEPARATELY CONTRACT WITH MIDWEST ARE DULY PAID.
22. **PRECEDENCE.** The terms and conditions of this Agreement shall take precedence over any inconsistent or contradictory provision contained in any Client-issued purchase order, requisition, notice to proceed or similar document regarding Midwest's services. The terms and conditions of the Proposal shall take precedence over any inconsistent or contradictory provisions of the Agreement and any client-issued document.
23. **ENTIRE AGREEMENT.** The terms and conditions set forth herein constitute the entire Agreement of the parties relating to provision of services by Midwest to Client. All previous proposals (except that Proposal identified in the paragraph above entitled "Service"), offers and other communication relative to the provision by services of Midwest, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein.
24. **SEVERABILITY.** In any of the terms and conditions of the Agreement shall be finally determined to be invalid or unenforceable, in whole or part, the remaining provisions of the Agreement shall remain in full force and effect and binding upon the parties.
25. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibilities or liability between Client and Midwest shall survive the completion of services under this Agreement and the termination of this Agreement.
26. **GOVERING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois. The parties agree that any lawsuit filed concerning or relating to this Agreement shall be filed in the Circuit Court, Cook County, Illinois.
27. **COSTS AND FEES.** In the event that it becomes necessary to enforce any of the obligations or terms of this Agreement or in any litigation, negotiation or transaction, in which one party shall, without fault of the other party, become involved through or on account of this Agreement, then the non-prevailing party shall pay, upon demand, the prevailing party's costs, charges and expenses, including reasonable attorney's fees, court costs and expenses, as well as reasonable fees of any agents or others retained by the prevailing party.
28. **EFFECTIVE DATE.** This Agreement shall take effect upon acceptance and execution by all parties.

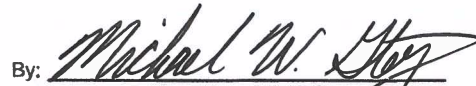
the date and year set forth above.

Midwest Environmental  
Consulting Services, Inc.

By:   
Title: President

Dated this 21 day of May, 2021.

Client:

By:   
Title: Village President

Dated this 18 day of May, 2021.

Client:

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-032, **“A RESOLUTION APPROVING AN AGREEMENT WITH MIDWEST ENVIRONMENTAL CONSULTING SERVICES, INC. FOR SITE INVESTIGATION AND UNDERGROUND STORAGE TANKS (UST) REMOVAL ACTIVITIES FOR THE BECHSTEIN CONSTRUCTION COMPANY PROPERTY, 17368 68TH COURT,”** which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 4, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK