September 16, 2016

Village of Tinley Park
17355 South 68th Ct.
Tinley Park, IL 60477

Re: Tinley Park Department of Public Works
7980 West 183rd St., Tinley Park, Illinois
IEPA Early Action & Free Product Activities and Environmental Services
LUST Incident #2016-0786

Environmental Group Services, Ltd. (EGSL) is pleased to provide this proposal to Village of Tinley Park ("Client"). This proposal has been prepared for environmental consulting services and Early Action and Free Product Removal activities in accordance with the Illinois Environmental Protection Agency (IEPA), Leaking Underground Storage Tank (LUST) Program.

Early Action Activities
As required by Illinois statutes and regulations, certain Early Action activities must be completed and reported to the IEPA within 45 days (plus 14 days) of the reporting of the incident. EGSL will then conduct, supervise, and document the Early Action activities in accordance with the IEPA protocols.

If the Client chooses to remove the USTs as part of Early Action activities, EGSL will procure a UST removal subcontractor, document the removal of the UST(s), obtain landfill permit(s), excavate, remove and dispose of the contaminated backfill materials. Removal of approximately four (4) feet around the USTs of contaminated backfill soils should be allowed under the IEPA allowable Early Action Remediation activities for the Site. This estimated maximum amount of cubic yards is determined based solely upon the volume of the leaking USTs removed. Early Action costs may be reimbursable through the UST Fund and do not need prior IEPA approval.

Upon the receipt of the laboratory analytical results, EGSL will compare the results with the current IEPA clean up objectives. Based on the analytical results, FGSL will discuss the compliance options and provide recommendations to you for a course of action to successfully complete this project and work towards closing the LUST incident, as required based upon the results of the Early Action soil sampling.

EGSL will complete the IEPA required 45-Day Report. EGSL will additionally help apply for and secure IEPA UST Fund eligibility from the Office of the Illinois State Fire Marshal (OSFM) for the incident number. If the Client has been determined to be eligible to access the UST Fund, the Client may access the UST Fund for eligible costs after the application of the deductible (estimated to be $5,000). The Client will be responsible for the payment of the deductible.

ENVIRONMENTAL GROUP SERVICES LIMITED
The estimated (not-to-exceed) breakdown of environmental consulting costs to complete this task are as follows:

- **IEPA 20-Day Certification & 45-Day Report/OSFM E&D Application** $5,500.00
- **Field Oversight of IEPA Early Action Activities (UST Removal) and Field Sampling** $12,000.00
- **Laboratory Subcontractor Costs** $1,500.00

**Task 2: Environmental Consulting**

Should the IEPA require additional investigation and/or remediation based upon the results of the Early Action or subsequent sampling being in excess of applicable IEPA Tiered Approach to Corrective Action (TACO) Remediation Objectives (ROs), information, or modifications, will provide environmental consulting services for approved and agreed upon IEPA compliance activities, as required by the sampling results based upon the IEPA Subpart H Maximum Payment Amounts specified in 35 IAC 734 as part of this Agreement. EGSL will follow IEPA protocols to obtain a No Further Remediation (NFR) letter for the suspected release.

The estimated (not-to-exceed) breakdown of environmental consulting costs to complete this task are as follows:

- **Stage 1 Site Investigation** TBD
- **Stage 2 Site Investigation** TBD
- **Stage 3 Site Investigation/ Site Investigation Completion Report** TBD
- **Corrective Actions** TBD

**Task 2: Reimbursement Claim Package**

Upon the actual completion of the IEPA approved activities, EGSL will invoice the actual amounts and services performed to complete this project. EGSL will provide the documentation, paper work and receipts showing actual amounts of work completed.

EGSL will help apply for and secure IEPA UST Fund eligibility from the OSFM for the new incident number. A reimbursement package will be submitted to the IEPA. The reimbursement package will be in accordance with the budget approved by the IEPA for the required activities. EGSL will provide environmental consulting services for any IEPA compliance activities, as required by 35 Ill. Adm. Code 734 based upon the IEPA Subpart H Maximum Payment Amounts specified in 35 IAC 734 as part of this contract. If the Client is subject to any involuntary withholdings or deductions by the Illinois State Comptroller, the Client will be responsible for the payment of any amount withheld or deducted from the voucher amount approved by the UST Fund. Upon receipt of the payment from the UST Fund, the eligible costs that have been paid to EGSL from the Client will be reimbursed to the Client.

The estimated (not-to-exceed) breakdown of environmental consulting costs to complete this task are as follows:

- **IEPA Reimbursement Claim Package** $2,200.00 per package
This proposal is subject to the General Conditions attached.

ENVIRONMENTAL GROUP SERVICES, LTD.

EGSL

Proposal Accepted by:

[Signature]

David Szaman
Printed Name

Mayor
Title

Date: 10/5/16

Date: 10/4/2016

708-444-5000
Phone Number
GENERAL CONDITIONS

1. PARTIES AND SEVERITY OF WORK: For each Proposal, a single principal contractor ("GC") shall submit one est-image performing the work. Work means the specific work to be performed by the GC. As a result of a single principal contractor, the GC is responsible for the work being performed by its subcontractors. The GC is responsible for ensuring that all subcontractors are qualified to perform the work. The GC is responsible for supervising and coordinating the work of the subcontractors.

2. INDEMNIFICATION: The GC agrees to indemnify and hold harmless the Owner and all others involved in the work from and against all claims, losses, damages, and expenses,

3. SCHEDULING OF WORK: The Owner shall notify the GC of the planned schedule by providing a work schedule to the GC. The GC shall ensure that the work is performed in accordance with the schedule.

4. ACCESS TO SITE: The Owner shall provide access to the site for the GC to perform the work. The GC shall provide all necessary equipment, including machinery, tools, and materials, to perform the work.

5. RESPONSIBILITY FOR WORK: The GC shall perform the work in a professional and workmanlike manner. The GC shall comply with all applicable laws, regulations, and standards. The GC shall be responsible for any injuries or damages resulting from its work.

6. SAMPLE SUBMISSION: All samples shall be submitted to the Owner for review and approval. The samples shall be presented in accordance with the specifications.

7. PAYMENT: The Owner shall pay the GC for the work performed in accordance with the contract. The GC shall submit invoices for the work performed and the Owner shall pay the GC within thirty days of the date of the invoice.

8. IDEMINDIFICATION: The GC shall indemnify and hold harmless the Owner and all parties involved in the work from and against all claims, losses, damages, and expenses.

9. CONTRACT DESIGN: The Owner shall provide the GC with the necessary drawings and specifications for the work. The GC shall use these drawings and specifications to perform the work.

10. APPLICATIONS FOR BID: The GC shall apply for the necessary permits and licenses required for the work. The GC shall comply with all regulations and standards.

11. PRELIMINARY CONTRACT: The Owner and the GC shall enter into a preliminary contract before the execution of the final contract. The preliminary contract shall include the scope of work, the schedule, and the payment terms.

12. TERMINATION OF CONTRACT: The Owner shall have the right to terminate the contract if the GC fails to perform the work in accordance with the contract.

13. COMPLIANCE WITH LAWS: The GC shall comply with all applicable laws, regulations, and standards. The GC shall obtain all necessary permits and licenses required for the work.

14. NOTICE OF COMPLETION: The GC shall give notice of completion to the Owner within thirty days of the date of completion. The notice shall include the date of completion and the work performed.

15. CERTIFICATE OF COMPLETION: The Owner shall issue a certificate of completion to the GC after the work has been performed in accordance with the contract.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding between the Owner and the GC and supersedes all prior negotiations and agreements.

17. ATTORNEY-IN-FACT: The Owner retains the right to appoint an attorney-in-fact to act on its behalf in the event the Owner is unable to perform its obligations under the contract.

18. MODIFICATIONS: This contract can be modified only in writing and signed by both parties.

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