INLAND
ENVIRONMENTAL REMEDIAL SERVICES, INC

April 10, 2015

VIA HAND DELIVERY (17 total pages)

Code Official Barbara J. Dettmer, MCP
Town of Cortland
59 South Somonauk Road
P.O. Box 519
Cortland, Illinois 60112-0519

Subject: Environmental Services Proposal
For the Property Known As:
Single Family Residence
86 South Somonauk Road
Cortland, DeKalb County, Illinois 60112
RFP Number: C20150401

Dear Ms. Dettmer:

Inland Environmental Remedial Services, Inc. (Inland) is pleased to present our proposal to perform environmental site assessment (ESA) inspection and remediation services in accordance with your request for proposal (RFP) hereafter referred to as "the Specifications" and; applicable federal, state, and local requirements for the above subject property, hereafter referred to as the Property. The purpose of the services outlined by our proposal will be to satisfy the requirements of federal, state, and local requirements including the National Emissions Standards for Air Pollutants (NESHAP) for the purpose of demolishing the structures which consist of one (1) single family dwelling and one (1) utility shed located at the Property.

Outline of Services:
Inland will conduct the following outline of services for the inspection, sampling, analysis, mitigation, and reporting activities to address and meet the minimum environmental assessment, mitigation, material handling and disposal requirements for this project:

- Asbestos Containing Materials: and,
- Lead Based Paint: and,
- Hazardous Material/Container & Items (i.e. paint pesticides, petroleum products); and,
- Mitigation/Remediation of Warranted Identified Conditions (if necessary): and,
- Inspection of demolition activities in accordance with 40 CFR Part 61 Subpart M.

Asbestos Containing Materials:
Based upon the NESHAP requirements, an inspection for suspect asbestos containing materials (ACM) within accessible areas of the interior and exterior of the Property is necessary. Friable ACMs identified at the Property are to be abated prior to demolition. Air clearance analysis is further required upon completion of the ACM abatement operations for friable ACMs. Non-friable ACMs identified may be removed prior to demolition otherwise, non-friable ACMs may remain in-place and air closure analysis is not required after the completion of non-friable ACM abatement activities provided that entry is restricted until the structure(s) are demolished.

5 Bartlett Road, Barrington, IL 60010
Tel. 847-677-7500 Fax. 847-426-5522 Inland@Inlandenv.com

In the case of identification of non-friable ACMs at the Property, an alternate option is possible, leaving non-friable materials in-place at the time of demolition. However, all building materials would then be required to be disposed of as ACM waste. Since the latter option is likely more costly, abatement of the non-friable ACMs prior to performing demolition would be considered for cost savings. Inland will offer estimates of this optional approach in an effort to provide the Owner with informed decisions for their further direction.

Lead Based Paint (LBP):
In accordance with the requirements of the Illinois Environmental Protection Agency (IEPA) and the Illinois Department of Public Health (IDPH), a limited investigation for the presence of lead based paint (LBP) is necessary to determine the potential impact at the Property as a result of the demolition activities by peeling or deposits of LBP within the immediate surrounding soils. If in the event LBP is discovered which could impact the soils around the structures as a result of the demolition activities, additional engineering controls to prevent this occurrence would be prudent to implement at the Property prior to performing demolition.

Inland's proposal includes an inspection and analysis of exterior paint finishes for the presence of LBP for a further determination of requirements should a hazard be found present. Based upon the current IEPA Requirements, mitigation of LBP is not necessary for the entire building component debris containing LBP on the basis of local and area landfill permitting requirements which allow for the disposal of building materials containing LBP as solid waste.

Other requirements may be necessary at the receiving landfill for clean construction demolition debris (CCDD) to demonstrate the aggregate material(s) do not exceed certain limits for lead. It is our recommendation that the demolition contractor confirm that the presence of LBP (if present) within mixed demolition waste is acceptable. A representative composite sample of all building materials for analysis by the Toxic Leaching Characteristic Leaching Procedure (TCLP) Lead may be necessary but not included as a requirement or cost item unless otherwise necessary for the approval of waste disposal of the building structures at the demolition contractor's facility selection. TCLP lead Sample collection, analysis, and reporting will be at an additional cost.

Hazardous Material/Container & Items:
During the site inspection, Inland will conduct a hazardous material/container inspection for determining item handling, collection, and proper disposal and/or recycling. Such materials will be identified and inventoried by container, quantity, and classification. The handling and disposal of such identified materials will be performed during the remediation activities on a time and materials basis (if necessary).

Our environmental site assessment also will include an inventory of petroleum and hazardous materials for determining proper collection and disposal requirements. Based upon the results of the ACM, LBP, and hazardous materials inventory, remediation will be initiated for addressing these issues based upon the results of findings to meet the following objectives:

1. Properly abate and dispose of friable and non-friable ACMs; and,
2. Perform removal and disposal of loose/peeling LBP from exterior surfaces where warranted; and,
3. Collect and dispose and/or recycle petroleum product and hazardous material containers by classification.

Please note: if in the event evidence of methamphetamine clandestine laboratory operations are identified or suspected at the Property, Inland will notify the owner for further involvement of appropriate authorities and provide quotations for sampling, assessment, and remediation under separate cover for approval in addition to the contract.

Mitigation/Remediation Activities:
All mitigation work will be completed on a time and materials basis using the typical Force Account Billings utilized by the Illinois Department of Transportation (IDOT) and as generally acceptable by other inter-government departments within the State of Illinois. Please see the attached "Exhibit A" for a copy of the A-7 Extra Daily Report Form. A representative of the Owner will be made available to observe the daily labor force, materials, and supplies utilized for the project. Additional professional services will be billed in addition for necessary administration and reporting required independent of the initial inspection services which are included as lump sum with unit costs defined herein.

Demolition Activities Inspection:
Inland will provide a licensed/accredited competent person for the inspection and observation of demolition activities during the day(s) of on-site initial demolition activity for the purpose of satisfying the requirements as set forth by 40 CFR Part 61 Subpart M having in their possession, evidence of appropriate training. Since the number of days are unknown at this time, the daily inspection(s) will be conducted on a time and materials basis including travel time for the Inland environmental technician. If in the event additional suspect ACMs are identified during the demolition activities as a result of the demolition activities to expose inaccessible areas of the structures, it may become necessary (in accordance with the regulatory requirements) to stop demolition work, test for immediate analysis and perform additional remediation under time and materials.

Schedule:
According to the RFP Schedule, the April 14, 2015 Assessment will require completion of analysis and report documentation assembly. Standard analysis turn-around time is five to seven days. Inland proposes the use of 48 hour TAT for analysis. Therefore, completion of remediation (if any) is not possible unless a rush analysis is completed at much greater costs for immediate analysis. Provided that the current and future property use is and remains residential at the time of demolition, pending the results of the asbestos analysis, the mitigation if extensive, could require at least several days. Therefore, remediation may require additional days of operation(s) and taking into account the analysis TAT, sufficient time to perform evaluations and reporting, remediation may not be able to meet the completion objective of April 20, 2015 however; it would be possible to begin demolition on May 5th, 2015 for the removal of the structures, provided that completion of remedial operations are flexible prior to the demolition date.

General:
An Illinois Department of Public Health (IDPH) licensed asbestos building inspector and lead risk assessor will perform the inspection and collection of samples at the Property. All samples will be shipped via chain of custody to an NVLAP accredited laboratory 48-hour turnaround time for ACM and 72 hours for LBP. Subsequent to receipt of analysis and our evaluation(s), Inland will assemble our report of findings within 48 hours of receipt of analysis outlined above. Inland will provide a letter report of findings including detailed description of the environmental site assessment inspection and sampling activities with summary of analysis in tabular format, sample location maps, descriptions, and quantities.

Based upon the results of analysis, Inland will proceed to schedule and perform required remedial/mitigation activities at the Property. Such activities will be performed on a time and materials basis as outlined by the Schedule of Costs outlined herein. At the time of disposal of regulated substances from the Property, a representative of the Owner will provide signatures for waste profiling and disposal documentation(s) including Hazardous Waste Manifests.

Subsequent to the completion of remediation activities, Inland will provide a letter report of summary of the mitigation/remediation activities including: Copies of Inland Site Sign In Sheets, Daily Log of Work Progress, Copies of all Licenses/Accreditations for Inland's Professionals, Worker and Supervisors, Hazardous Waste Manifests and Recycling Bill of Ladings for the project permanent records to be kept for a minimum of three (3) years.

SCHEDULE OF COSTS:
Inland proposes to complete the scope of work on the basis of the following cost estimate(s). Mitigation activities (if any) will be completed on a time and materials basis using prevailing wage rates and materials and supplies on the attached A7 Form in accordance with the

Inspection Services:
ACM, LBP, Hazardous Material Container Inspection,
Sample Collection and Reporting (LUMP SUM COST) $750.00

Sample Analysis:
Polarized Light Microscopy (PLM) Analysis @ $18.00 each* (48 hr. TAT) .....*TBD
Lead Based Paint (LBP) Samples @ $20.00 each* (72 hr. TAT) .....*TBD

*Note: The total number of samples will be determined at the time of inspection and through the results of the laboratory analysis which may require further layering according to the Method(s).

Mitigation Services:
All mitigation work will be conducted on a time and materials basis with all labor in accordance with the current prevailing wages for DeKalb County, Illinois. A representative of the Owner will be present daily to verify work force labor, materials, and supplies and provide signature of evidence of such. Professional services will be billed in addition for administrative and reporting purposes according to Inland usual and customary fees.

Scheduling:
According to the RFP Schedule, the April 14, 2015 Assessment requires completion of analysis and report documentation assembly. Standard analysis turn-around time (TAT) is five to seven days. Inland proposes to use 48 hour TAT. Therefore, completion of remediation (if any) is not possible given the short RFP Remediation Schedule. Provided that the current and future property use is and remains residential at the time of demolition, pending the results of the asbestos results, mitigation if extensive, could require at least several days. Therefore, remediation may require additional days of operation(s) taking into account the TAT for analysis and work plan requirements, remediation will likely not be able to meet the short time frame of completion by April 20, 2015. However; with adjustments to the RFP proposed schedule, demolition could begin on May 5th, 2015 for the removal of the structures.

TERMS:
All work will be performed in accordance with our Standard Services Agreement attached herewith. All outstanding balances over 30 days will receive a 2% finance charge compounded monthly thereafter. If in the event litigation is necessary to further pursue collection of any outstanding balance, the owner agrees to pay for all reasonable attorney fees plus the cost of collection for Inland to receive full and final payment.

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AUTHORIZATION TO PROCEED

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The undersigned is an authorized representative for the owner and authorizes Inland Environmental Remedial Services, Inc. to proceed in accordance with the above-stated scope of work and terms.

Date	Client's Printed Name
Authorized Signature	Title

Sincerely yours,
INLAND ENVIRONMENTAL

David Frycek
President

DF/tu

Attachments: Services Agreement

STANDARD SERVICES AGREEMENT

The following Services Agreement is entered into as of the first date of proposal acceptance between Inland Environmental Remedial Services, Inc. (Inland), an Illinois corporation, located at 5 Bartlett Road, Barrington, IL 60010, and the Town of Cortland (the "Client"), located at 59 South Somonauk Road, Cortland, IL 60112 as an integral part of the entire agreement between the parties.

1. **NATURE OF ENGAGEMENT.** Client retains Inland to provide environmental services associated with various tasks outlined by our proposal (hereafter refereed to as the "Services") in conjunction with this Services Agreement. Inland's proposal and Services Agreement are collectively referred to herein as the "Agreement."

2. **CHANGES IN SCOPE OF SERVICES.** Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to Inland's approval. Simplified proposals, purchase orders, or notifications in writing must be provided to confirm project direction and understanding between the parties within a reasonable time as not to cause any delay with the project schedule in addition to verbal requests and discussions in connection with any request by the Client or necessary requirement to complete the project to perform additional Services not expressly set forth in the Proposal. Inland will be additionally compensated at its standard rates plus out-of-pocket expenses with markup for overhead and profit unless as lump sum fees are agreed upon between Client and Inland in writing.

3. **STANDARD OF CARE.** Inland will perform the Services in accordance with the generally accepted and currently recognized practices of its profession and applicable federal, state, and local law, rules and regulations. Inland makes no other warranty, express or implied, with respect to its rendering of services to Client. Inland shall indemnify, defend, and hold Client harmless for breach of warranty or terms of the Agreement, except in no event and under no circumstances shall Inland be liable for claims by third parties against the Client, nor for any special, incidental, indirect or consequential damages, including lost profits, to the Client or any other person or entity.

4. **COMPENSATION AND PAYMENT.** (a) Inland will be compensated for its services on as set forth by lump sum fees outlined by the Services proposal/contract as well as any other authorized time and materials tasks requested by inland which are requested by the client. In addition, Inland will be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of its Services. Inland will submit invoices to the Client on a monthly basis and payment is due within 30 days after the date of the bill. If payment is not made within that 30-day period, interest will be chargeable to Client at a rate that is 1.5% per month. In addition, after giving seven days prior written notice to Client, Inland may suspend its Services until Inland has been paid in full, or, at Inland's election, terminate the Services. If the Services are renewed, Client shall reimburse Inland for all its costs related to the suspension and startup. Inland's compensation is not contingent upon the result of any Services or upon any transaction involving Client or any property that is the subject of the Services.

5. **TERMINATION.** (a) Client may terminate Inland's Services upon one-day prior written notice to Inland in the event Inland fails to perform the Services as required in this Agreement. (b) Inland may terminate its Services in accordance with paragraph 4(a) above. Upon termination under any of subparagraphs (a), or (b), Inland shall be paid the total fee of all Services rendered and costs incurred and performed in accordance with the standard of care in paragraph 3 above to the date of termination, plus all reasonable costs it incurs as a result of the termination.

6. **PROJECT DOCUMENTS.** The Project Documents are for Client's use only and may not be transferred or disclosed to any third party without Inland's prior written consent, unless required by an order issued by a court, an administrative agency, or other authority with proper jurisdiction. No third party may use or rely on any of the Project Documents. If Client breaches any of the above provisions, Client shall indemnify Inland from and against all claims, losses, damages, and liabilities arising out of or in any way connected with any such breach. In return for Inland's relinquishments of ownership of the Project Documents, Client further agrees to compensate Inland for any time and expenses incurred by Inland in the defense of any such claims, in accordance with Inland's prevailing fee schedule and expense reimbursement policy.

7. **NOTICES.** All notices provided for this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through facsimile, E-Mail, the Untied States mail, certified mail, return receipt requested, to the last known address of the party entitled thereto. Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto, and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

8. **INDEPENDENT CONTRACTORS.** The Client acknowledges that Inland is an independent contractor, and that nothing herein shall be construed to establish any partnership, joint venture, principal/agent or any other relationship.

9. **WASTE MANAGEMENT INDEMNIFICATION.** Client agrees to indemnify and hold harmless Inland and its officers, directors, employees, agents, and contractors from and against any and all liabilities, losses, penalties, fines, claims, costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of: 1) bodily injury, property damage, contamination of or adverse effects on the environment arising out of the performance of Work with respect to Client's waste materials; 2) arranging for transportation and disposition of Client's waste material, to include the signing of Generator Certifications, Waste Profiles, and Waste Manifests during the performance of Work at the Client's property, except if such liability arises out of a negligent act or negligent omission by Inland.

10. **MISCELLANEOUS.** (a) This Agreement shall be deemed entered into in Cook County, Illinois, and shall be governed by the laws of the State of Illinois, excepting its conflict or choice of law or forum selection rules, which would select the law of a different state or another forum. Any litigation between the parties concerning this Agreement shall be prosecuted and defended exclusively in Cook County, Illinois. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate. (b) Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect. (c) This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representatives, covenants, or understandings of any kind other than those expressly contained in this Agreement. This Agreement may only be amended by a written instrument executed by duly authorized representatives of the parties hereto. (d) Inland shall not be liable or responsible for any delay caused by any contingency beyond its reasonable control including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies. (e) Inland shall be entitled to recover reasonable attorney's fees, court costs and expenses incurred in connection with the prevailing enforcement of this Agreement or the collection of any outstanding contract balance and/or interest. (f) As used in this Agreement, "Indemnify" means to hold Inland, its officers, directors, agents and employees harmless from and against all claims, losses, damages and liabilities, whether arising from personal injury, property damage or otherwise, including reasonable attorneys' fees and other costs of defense.

11. **INSURANCE.** Inland will obtain and continue in full force and effect during the performance of the Work, the types and minimum amounts of insurance and will further provide copies of certificates of insurance at the request of the Client.

12. **CONFIDENTIALITY.** Unless required by an order issued by a court, an administrative agency, or other authority with proper jurisdiction, Inland shall not disclose any data or information that it gives to the Client or that the Client gives to Inland in connection with the Services provided for in this Agreement. Inland agrees to treat all of the foregoing as confidential with the exception of data or information in the public domain. The Client acknowledges that certain governmental agencies have mandatory contaminant reporting requirements that may apply to Inland and the Client. Client and Inland shall cooperate with one another in complying with such laws. If Inland believes that any disclosure of such information is required by law, Inland will advise the Client of the same in writing within a reasonable time prior to such disclosure so as to enable the Client to review and comment on such proposed disclosure.

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IN WITNESS WHEREOF, the Client has executed this Agreement as of the date the proposal acceptance.

"EXHIBIT A"

A-7

Extra Work Daily Report

Contractor _____

Report No. _____ Date _____ Job No.

Authorization No. _____ Project No.

Description and Location of Work: _____

LABOR

Name, Worker Classification	Total Hours Worked (Straight-Time) (Overtime)

EQUIPMENT USED		MATERIAL USED	
Description: List Manufacturer, Model, Year Built, Capacity	Number of Hours	Description	Quantity

REMARKS: _____

APPROVED: _____ Contractor's Representative

APPROVED: _____ CM Representative

Original: Contractor
cc: File

FILE

TOWN OF CORTLAND
REQUEST FOR PROPOSALS
ENVIRONMENTAL ASSESSMENT AND REMEDIATION PACKAGE

Name of Firm: Inland Environmental Remedial Services, Inc.

Address: 5 Bartlett Road, Barrington, IL 60010
Phone: (847) 677-7500 Fax: (847) 426-5522
E-mail: Inland@Inlandenv.com

Proposals will be accepted until the specified time and date. Any firm attempting to deliver a proposal after the time and date specified will be refused.

Bond: NO
Prevailing Wage: YES
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Time and Date
2. Title of Job
3. Proposal Number

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.