



ENVIRONMENTAL PROTECTION INDUSTRIES

April 17, 2020

Ms. Stephanie Dremonas  
Mr. James P. Dremonas  
Pete's Market/JD Real Estate  
4333 South Pulaski Road  
Chicago, Illinois 60632

**RE: Comprehensive Site Investigation (CSI), Oversight,  
IEPA Site Remediation Program (SRP) No Further Remediation (NFR) Proposal  
700-28 West Madison Street, Oak Park, Illinois  
EPI Project/Proposal #191134/20-249**

Dear Mr. and Ms. Dremonas:

Per the conditions identified in the EPI Phase I ESA, Phase II and Geotechnical Investigations and the proposed redevelopment of the site, this proposal has been prepared to complete a Comprehensive Site Investigation of the property and the requirements to get an IEPA Site Remediation Program (SRP) Comprehensive No Further Remediation (NFR) determination letter for both properties together. For this project, the proposed Site Development will be the core of the Remedial Action Plan. As such, Project Oversight is included to document Site Construction, Soil Management and the Engineered Barriers for the Remedial Action Completion Report and the NFR.

The Remedial Objectives Report/Remedial Action Plan (ROR/RAP) will be prepared that includes the proposed Site Plan and appropriate Engineered Barriers, Institutional Controls and Building Control Technology, as applicable, to manage soils in-place and limit or eliminate site remediation to the greatest extent possible. The ROR/RAP will be completed with the Comprehensive Site Investigation Report (CSIR) to obtain ROR/RAP approval on a Fast Track Basis.

Please note, the IEPA SRP charges for their review and evaluation services and the NFR letter. These costs will be billed directly to the Remedial Applicant. The IEPA evaluation and review service fees are anticipated to be approximately \$8,000 - \$9,500. If you have any questions, please do not hesitate to contact us.

Environmental Protection Industries

Robert L. Mankowski  
Vice President-Technical Services

enclosure

**EXHIBIT B**

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**Comprehensive Site Investigation, Oversight,  
IEPA Site Remediation Program (SRP)  
No Further Remediation (NFR) Proposal  
700-28 West Madison Street, Oak Park, Illinois  
EPI Project/Proposal #191134/20-249  
April 17, 2020**

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## **Introduction**

Environmental Protection Industries (EPI) is pleased to provide this proposal to Pete's Market/JD Real Estate (Client).

Per the conditions identified in the EPI Phase I ESA, Phase II and Geotechnical Investigations and the proposed redevelopment of the site, this proposal has been prepared to complete a Comprehensive Site Investigation of the property and the requirements to get an IEPA Site Remediation Program (SRP) Comprehensive No Further Remediation (NFR) determination letter for both properties together. For this project, the proposed Site Development will be the core of the Remedial Action Plan. As such, Project Oversight is included to document Site Construction, Soil Management and the Engineered Barriers for the Remedial Action Completion Report and the NFR.

The Remedial Objectives Report/Remedial Action Plan (ROR/RAP) will be prepared that includes the proposed Site Plan and appropriate Engineered Barriers, Institutional Controls and Building Control Technology, as applicable, to manage soils in-place and limit or eliminate site remediation to the greatest extent possible. The ROR/RAP will be completed with the Comprehensive Site Investigation Report (CSIR) to obtain ROR/RAP approval on a Fast Track Basis.

A Site Specific Health and Safety Plan will also be required for site construction and is included in this proposal.

Please note, the IEPA SRP charges for their review and evaluation services and the NFR letter. These costs will be billed directly to the Remedial Applicant. The IEPA evaluation and review service fees are anticipated to be approximately \$8,000 - \$9,500. If you have any questions, please do not hesitate to contact us.

## **Scope of Work:**

### ***1.0 Comprehensive Site Investigation - Drilling and Sampling***

Utilities will be located prior to drilling.



EPI proposes to mobilize the appropriate equipment and OSHA-trained personnel to drill eleven (11) on-site soil borings and install five (5) permanent groundwater monitoring wells to complete a Comprehensive Site Investigation of the property. The soil borings will be drilled to a total depth of 16 feet below grade.

If sand is identified and groundwater is not encountered, one or more of the borings may be drilled to a depth of 20-25 feet or more for this investigation.

The soil borings will be drilled with a Geoprobe Direct Push rig and/or a Dietrich D25 truck-mounted drill rig with hollow stem augers and/or a coring machine and hand auger to continuously collect representative soil samples for analytical testing.

The soils from each borehole will be screened and classified in the field by an EPI Field Geologist or Environmental Engineer. A soil boring log will be prepared, which includes a physical description of the soil types and other observations, such as the presence of hydrocarbon staining or odors, for each boring location. A portable photo-ionization device (PID) will be used to screen the soil samples in the field for the presence of volatile organic compounds (VOCs). The PID provides a relative indication of the concentration of total VOCs present in the vapor emanating from the samples.

A total of two (2) soil samples are proposed to be collected from each boring for laboratory analyses.

EPI will return to the property to conduct one (1) groundwater survey and sampling event.

EPI will survey the permanent monitoring wells. The top of casing of each well will be surveyed to the nearest 0.01 feet relative to a designated benchmark. The groundwater flow direction below the property 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 property, and drawing equipotential lines across the property. The directions of groundwater flow will be vectors perpendicular to the equi-potential lines.

All drilling and sampling equipment will be decontaminated between sample collection and borehole location. Soil cuttings will be placed back into the borings with bentonite to seal the boreholes, and the boreholes capped with concrete.

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

## **2.0 Laboratory Testing**

A total of twenty-two (22) soil samples will be collected for testing of one or more of the following - the IEPA Target Compound List (TCL) of parameters; VOCs or BTEX/MTBE, PNAs, Total RCRA Metals, TPH and pH. TCLP/SPLP testing and Fraction Organic Carbon (FOC) testing are also proposed for select samples.

A total of five (5) groundwater samples will be tested for the IEPA Target Compound List (TCL) of parameters.

## **3.0 IEPA Reports**

A Comprehensive Site Investigation Report (CSIR) will be prepared and will include the following elements: site information, a discussion of the field investigation and findings, comparison of the testing results to state cleanup or remediation objectives, the extent of soil and groundwater contamination, tabulated analytical results, diagrams, photographs, soil boring logs, laboratory reports, conclusions and signatures of the environmental professionals involved with the investigation, and LPG or PE certification.

The Remedial Objectives Report/Remedial Action Plan (ROR/RAP) will be prepared that includes the appropriate Engineered Barriers, Institutional Controls and Building Control Technology, as applicable, to manage soils in-place and limit or eliminate site remediation to the greatest extent possible. This report will be completed with the CSIR.

The Remedial Action Completion Report (RACR) will be prepared and submitted following approval of the ROR/RAP and subject to installation of the approved/applicable proposed Engineered Barriers, Institutional Controls and Building Control Technology with a request for the NFR.

## **4.0 Other Considerations**

Should drilling or auger refusal occur, the boring will be offset and re-drilled at up to two different locations.

EPI shall have exclusive control of the work area.

Due to the weight of equipment and trucks, EPI shall not be held responsible for any damage that may occur to sidewalks, curbs, driveways, asphalt, or concrete pavement designed to remain. However, EPI will take caution to keep any such damages to a minimum.

Project delays caused by hidden conditions, unspecified hazardous materials, or other trade scheduling conflicts will result in additional costs.

Any additional investigation requirements or costs for closure will be discussed following receipt of the analytical results or IEPA comments and addressed under a Change Order, if needed.



Monitoring wells that may be damaged or removed as part of site remediation or 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.

Soil gas testing may be required and Sub-Slab Depressurization System(s) (Building Control Technology) may be needed for future buildings depending on volatile organic compound soil and groundwater data collected by EPI during the CSI.

Please note 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 Site Investigation Report. Any additional investigation, including off-site borings, is not included in the cost estimate range.

**This proposal includes only the IEPA SRP application fee, which will be submitted with the SRP Application (DRM-1 Form). The Proposal does not include the IEPA review and services fees. The IEPA will bill oversight and review/service fees directly to the Remedial Applicant.**

### **5.0 Schedules**

Utility locates (JULIE) require 48 hours.

The comprehensive site investigation drilling and well installations will take four (4) business days to complete.

The monitoring well sampling and testing will be completed within one to two weeks of the well installations.

Analytical testing results will be received within seven to ten (7-10) business days of sample collection and submission to the laboratory.

The laboratory data evaluation and the CISR and ROR/RAP preparation will be completed within five to six (5-6) weeks of the receipt of all final analytical testing results.

The IEPA has 60-90 days to review all reports, plans or correspondence.

The remaining IEPA report will be submitted following IEPA approval and construction of Engineered Barriers, as applicable.

**6.0 Cost Estimate**

The cost estimate for the work proposed herein is outlined below.

<b>Work/Task to be Performed</b>	<b>Cost</b>
<b>Site Health and Safety Plan</b>	<b>NC</b>
<b>Comprehensive Site Investigation:</b> <b>Mobilizations. Eleven (11) soil borings, five (5) permanent groundwater monitoring wells, soil cuttings and decon disposal. Soil and groundwater sampling. Groundwater Survey and Hydraulic Conductivity testing (2). Project Engineer (3 days). Boring Closures.</b>	<b>\$6,900.00</b>
<b>Laboratory Analytical Testing (Standard Turnaround):</b> <b>Soil – TCL Parameters (10), VOCs (6), BTEX/MTBE (6), PNAs (12) Total RCRA Metals (12), pH (22). FOC (2). TCLP Metals (5), TPH (5).</b> <b>Groundwater – TCL Parameters (5)</b>	<b>\$17,700.00</b>
<b>Environmental Construction Oversight and Landfill Permit:</b> <b>Landfill Waste Profile Testing/Permit</b>	<b>\$1,500.00</b>
<b>Environmental Oversight-Engineer, Equipment, Vehicle, Manifests (\$950.00/day). Estimate 5 Days.</b>	<b>\$4,750.00</b>
<b>IEPA Reports:</b> <b>Comprehensive Site Investigation Report</b>	<b>\$8,500.00</b>
<b>Remediation Objectives Report/Remedial Action Plan</b>	<b>\$6,500.00</b>
<b>Remediation Action Completion Report</b>	<b>\$6,000.00</b>
<b>IEPA SRP Application Fee</b>	<b>\$500.00</b>
<b>Project Management/Coordination/IEPA Liaison</b>	<b>\$950.00</b>
<b>Cost Estimate</b>	<b>\$53,300.00</b>

**Does not include SRP Evaluation and Review Service Fees to be paid to the IEPA directly by the RA.**

**Does not include Physical Remediation of the Property.**

NC – No Charge

This project requires a down payment of **\$20,000.00** to initiate the Comprehensive Site Investigation. Incremental Invoicing will be generated during the remainder of the investigation and site remediation activities and for the IEPA reports.

Project costs will be invoiced in accordance with the general Terms and Conditions of this proposal.

**7.0 Terms and Conditions**

See Attached General Terms and Conditions.



## **Pete's Market**

*CSI-IEPA Site Remediation Program (SRP) Proposal #20-249  
700-28 West Madison St., Oak Park, Illinois*

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### **8.0 Agreement**

**Comprehensive Site Investigation (CSI), Oversight,  
IEPA Site Remediation Program (SRP) No Further Remediation (NFR) Proposal  
700-28 West Madison Street, Oak Park, Illinois  
EPI Project/Proposal #191134/20-249**

The undersigned authorizes EPI to perform the Scope of Work. The undersigned represents and warrants that he/she is fully authorized to execute this Agreement on behalf of the company, corporation, partnership, or legal entity or themselves, as the case may be; that they have read and understood this document, all attached documents, and all documents incorporated by reference; and that he/she intend the company, corporation, partnership, legal entity, or themselves, as the case may be, to be legally bound by the same.

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Company: \_\_\_\_\_



## **TERMS AND CONDITIONS**

The Client authorizes EPI to perform the Scope of Work described herein (Contract/Proposal #20-249).

The Client agrees that "Proposal" means this document and the Terms and Conditions described herein, together with all documents attached hereto and all documents incorporated by reference, and that such documents constitute the entire Proposal. The documents are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.

All changes in the Scope of Work, including increases and decreases thereto, must be set forth in written Change Orders accepted by both the Client and EPI. The Client shall approve or disapprove any Change Order proposed by EPI within three (3) business days of receipt of same. EPI's tender of the Change Order and the Client's response may be made by telefax.

**Third Party Beneficiaries** – No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Force Majeure - Costs and schedule commitments shall be subject to negotiation for delays caused by Client's failure to provide information or access to the site as required, the Client's failure to timely respond to a Change Order request, or for delays caused by changes in the waste stream, unforeseen conditions at the site, unpredictable occurrences of force majeure events, such as fire, floods, strikes, riots, unavailability of labor or materials or services, bad weather, or action, inaction, or regulations of any governmental agency. Work stoppage or interruption caused by any of the above that result in additional cost and time to complete the Scope of Work, beyond that set forth in the Proposal, entitles EPI to an adjustment, by Change Order, to the cost and work schedule.

For performance of the services provided for herein, EPI shall be compensated by the Client upon receipt of invoice. The Client understands that the fee is not contingent upon the closing of a transaction or the ability to receive financing for the property. Payment for services is not contingent upon reimbursement from any local, state or federal program, and EPI does not guarantee full reimbursement under any program. Unpaid balances shall be subject to interest at the rate of 1.5% per month, or the maximum permissible under state law, whichever is less, commencing thirty (30) days from the invoice date. The Client shall reimburse EPI for any administrative and legal expenses that EPI may incur in collecting its fees and expenses, including reasonable attorney fees.

Client agrees to indemnify and hold harmless EPI, its agents, officers, employees, and its subcontractors, and assigns, from any and all claims, suits and causes of action relating in any way to loss, damage, injury and/or death to persons and property on or about the job site caused in whole, or in part, by the negligent, willful or intentional acts of the Client, its representatives, agents and employees or the property owner. EPI agrees to indemnify and hold harmless Client from all claims as described above where the claim arises out of the negligent, willful or intentional acts of EPI.

Should the Proposal be accepted and the project canceled after it is initiated, the project will be billed on a percentage completed basis, and the information collected will be submitted to the Client, upon request.

This Proposal is active for 60 days.

