



ENVIRONMENTAL PROTECTION INDUSTRIES

July 14, 2009

Mr. Frank Stec
Director of Parks & Building Maintenance
Village of Orland Park
14650 Ravinia Avenue
Orland Park, Illinois 60462

**RE: Demolition Proposal
14301 South LaGrange Road
Orland Park, Illinois
EPI Proposal # 09-305**

Dear Mr. Stec:

Environmental Protection Industries, Inc. (EPI) respectfully submits the following proposal to complete demolition activities of the former Citgo/7-11 building at the above referenced site.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,
Environmental Protection Industries, Inc.



John A. Best Jr.
Manager of Assessments

cc: Michael Musa

Enclosure



Demolition Proposal
14301 South LaGrange Road
Orland Park, Illinois
EPI Proposal # 09-305
July 13, 2009

Scope of Work

Demolition

Environmental Protection Industries, Inc. (EPI) proposes to provide all supervision, manpower and equipment to demolish the existing commercial structure. Concrete slabs, foundations, crawl spaces and footings will be removed (including restoration of established grade).

All applicable utilities will be disconnected. Sewer and water disconnects will not be performed at the "mains." These disconnections will be performed at the property line, junction or Buffalo box.

Site temporary fencing and silt fencing will be installed around the perimeter of the property (as applicable).

Upon completion, the site will be left in a clean and safe condition.

Assumptions

- 1) Provide, erect, and maintain through the duration of the demolition project, all required OSHA-compliant hand rails, and any other safety devices necessary to protect EPI employees and any authorized 3rd party entrant from injury.
- 2) Demolish and completely remove the above-captioned building, including slab and footings to a depth of five (5) feet below grade. Also, all surface concrete and curbing.
- 3) Load, haul and legally dispose of all building components and other material generated in the course of the subject demolition, in compliance with all local, state, and federal regulations.
- 4) Schedule work between the hours of 7:00 am and 4:30 pm on a single shift basis 5 days a week.
- 5) Includes all required demolition permits, and the cut-off and capping of one water service and one sewer service.

Exclusions

- 1) The identification, marking, or rerouting of onsite utilities which must remain live during demolition.
- 2) Handling, removal, or disposal of any asbestos containing material, hazardous, toxic, controlled/regulated, or personal rubbish waste remaining in the building.



- 3) Safety fencing barricades required for the above-referenced area.
- 4) Payment of any unpaid utility bills.
- 5) 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. EPI will take caution to keep any such damages to a minimum.
- 6) Repair or replacement of any undisclosed utilities which may be encountered

Proposed Cost

EPI proposes to perform the above described work as detailed below:

DEMOLITION ACTIVITIES:	\$28,750.00
SEWER & WATER DISCONNECTS (NO MAIN SHUT-OFFS)	\$1,300.00
SITE TEMP FENCING (Panels w/ Sandbags)	\$1,593.00
SILT FENCINIG	\$700.00
TOTAL	\$32,3430.00

*The Client will not be billed in the event that temporary fencing or silt fencing is not required.

Terms and Conditions

The contract amount will be invoiced on a periodic basis to be agreed upon, and payment is due in accordance with the general Terms and Conditions of this proposal. The cost estimate assumes that the permit fees will be waived by the Village of Orland Park. EPI will complete the necessary paper work/permits.

See attached General Terms and Conditions.



Agreement

Demolition Proposal # 09-305
14301 South LaGrange Road
Orland Park, Illinois
July 13, 2009

The undersigned authorizes EPI to perform the Scope of Work selected below and identified in this proposal. 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 #09-305). 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 two (2) business days of receipt of same. EPI's tender of the Change Order and the Client's response may be made by telefax.

Client shall pay all applicable federal, state and municipal taxes, including any state late registration fees for existing unregistered tanks. EPI can not begin or perform any work until all required permits have been secured. Client is required to provide a plat of survey and/or site drawing for the purposes of securing permits, if required. The costs of any surety, performance bonds or any special insurance that may be required is not included in this contract.

This proposal is based upon normal soil conditions. In the event any underground structures, including but not limited to rubble, gas lines, poles, cables, conduit, catch basins, tanks, rock, water, frost, running sand, sewers, drain tiles, contaminated materials or any unforeseen or unmarked conditions are encountered, or damaged; and as a result, there is a delay in the job progress, or additional costs or labor are incurred, such costs and expenses will be billed by EPI as an extra to the contract. EPI will not be held liable or responsible for any damage to any underground structure as described above. Restoration of this damage will be the responsibility of the Client. Client agrees that EPI shall not be held responsible or liable for any consequential damages or losses caused as the result of any of the conditions listed above and these will be the responsibility of the Client. Excavations left open during project work will be barricaded by EPI. Client agrees to accept all responsibility for and defend, protect and indemnify EPI from any and all claims or actions as a result of injury, death or accidents due to open excavations.

This contract is based upon a "No Water" condition, unless discussed and described elsewhere in the document. Client acknowledges that the presence of water in tanks or excavations may require removal. Water encountered that requires removal to complete the Scope of Work not already accounted for in this contract will be charged as an extra.

All prices contained herein are based upon "No Frost" conditions unless specifically stated otherwise. Any delays in the progress of the project caused by frost conditions in electrical conduits, piping, soil to be excavated or to be stored above grade for use as backfill or for disposal shall be billed as an extra.



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.

EPI guarantees workmanship for the project for a period of one year from the start of the project. The equipment furnished in this proposal is subject to the manufacturer's warranty. These warranties are passed from EPI to the Client, based upon the manufacturer's policy.

For performance of the services provided for herein, EPI shall be compensated by the Client upon receipt of invoice and/or as described elsewhere in the Proposal document. 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 agrees to reimburse EPI for any reasonable collection fees including administrative and attorney's fees that EPI may incur in collecting its fees and expenses.

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 30-60 days.