



ENVIRONMENTAL PROTECTION INDUSTRIES

June 17, 2009

Mr. Frank Stec
Village of Orland Park
14650 Ravinia
Orland Park, Illinois 60462

**RE: Asbestos Removal Proposal
13550 86th Avenue
Orland Park, Illinois
EPI Project/Proposal# 0091033/09-292**

Dear Mr. Stec:

Thank you for the opportunity to work with you on the above-referenced project. EPI respectfully submits this proposal to remove approximately 200 square feet of floor tile (beneath wood flooring) in the kitchen area.

Thank you again 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


John A. Best Jr.
Manager of Assessments

**Asbestos Removal Proposal
13550 86th Avenue
Orland Park, Illinois
EPI Project/Proposal #091033/09-292AR
June 17, 2009**

Introduction

Environmental Protection Industries (EPI) is pleased to provide this proposal to the Village of Orland Park (Client). This proposal has been prepared in response to a request by the Client. Our price, scope of work, and abatement procedures are described below.

Scope of Work – Asbestos Removal

Removal of approximately 200 square feet of floor tile (double layer). This material was identified to contain asbestos fibers during a recent asbestos survey inspection and is below a hard wood floor layer in the kitchen area.

All work will be done in accordance with all Federal, State and local regulations. All workers will be licensed and certified with the Illinois Department of Public Health.

For the purposes of safety and in order to minimize the potential for the contamination of individuals, access to the actual work area will be completely restricted once work has commenced. No personnel will be allowed access to any designated work area without proper attire and respiratory protection.

We will at all times during the project adhere to a policy of strict confidentiality. Abatement workers will endeavor to remain in the work areas at will not, at any time, come into contact with other trades or the public while wearing protective clothing and respirators.

Personal, area, and clearance air monitoring shall be conducted, as applicable. Air samples shall be analyzed by an independent lab to ensure asbestos fiber level are within strict standards set forth by OSHA and the EPA, as applicable.

All work shall be completed in a workman-like manner according to industry standards. This project will be performed by trained professionals experienced in all aspects of asbestos abatement work, with strict adherence to all EPA, OSHA, Federal, State and Local regulations, codes and guidelines. Certified industrial medical surveillance, as required by OSHA, is performed for all company personnel.



Village of Orland Park

*Asbestos Removal Proposal #09-292AR
13550 86th Avenue, Orland Park, Illinois*

Upon completion of the project, documentation will be sent to the owner which will include such items as air test results, waste disposal records, personnel records and EPA Notification.

The company maintains full and comprehensive insurance coverage. Our workers are covered by workers compensation insurance. An insurance certificate stating terms of the company's insurance coverage will be provided.

The owner shall provide an area for storage of materials and equipment.

The Asbestos Removal portion of this project will be completed within 1-2 days.

Payment Terms

The cost estimate for removal of approximately 200 square feet of flooring (double layer) is **\$3,425.00**. This cost estimate also includes the additional sampling and testing that was performed on the drywall material and window caulk material.

Terms and Conditions

See Attached general Terms and Conditions.



Village of Orland Park

*Asbestos Removal Proposal #09-292AR
13550 86th Avenue, Orland Park, Illinois*

Agreement

**Asbestos Abatement Proposal
13550 86th Avenue
Orland Park, Illinois
EPI Project/Proposal #091033/09-292**

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: _____



Village of Orland Park

Asbestos Removal Proposal #09-292AR
13550 86th Avenue, Orland Park, Illinois

TERMS AND CONDITIONS

The Client authorizes EPI to perform the Scope of Work described herein (Contract/Proposal #09-292AR).

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. This contract allows no third party reliance without a Limited Third Party Reliance Agreement.

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. 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 30-60 days.

