INDEVCON

Independent Environmental Consultants, Inc.

901 N. 1st Street, Suite 11 Phone (815) 758-6896 DeKalb, Illinois 60115 Fax (815) 748-2515

Ms. Brandy Williams, Engineer & Zoning Administrator TOWN OF CORTLAND 59 S. Somonauk Road

October 2, 2022 Proposal No. TC-102203048

RE: SAMPLE TESTING FOR DEMOLITION & RENOVATION AT 50 W. MAPLE AVENUE, CORTLAND, ILLINOIS.

Dear Ms. Williams:

Cortland, IL 60112

Thank you for providing INDEVCON with the opportunity to provide a quote for the project referenced above. This proposal and contract have been prepared to document the tasks and costs associated with a typical asbestos sampling and testing program for a mid-size government building.

INTRODUCTION & OBSERVED SITE CONDITIONS

The Subject building, a former grade school, was last used as a private facility, but is currently vacant. The older parts of the structure are at least 50 years in age, although the newest addition is reportedly only about 30 years old. There were a few visible asbestos concerns identified during the physical inspection performed on September 29, 2022. These include hard joints, air cell thermal insulation systems (TSI) in the basement and suspect floor tiles and mastic, as well as some ceiling tiles.

SCOPE OF WORK

Based on a brief visual examination of the property by qualified and experienced INDEVCON, Inc. representatives, the following tasks will be performed or implemented by our firm:

- o All activities will be performed or supervised by a licensed Illinois Asbestos Inspector.
- o A comprehensive, non-destructive asbestos sampling program will be performed by a Licensed Asbestos Sampling Professional. Samples will be sent to a properly licensed and certified laboratory for analysis.
- o The results will be forwarded, after review, along with our recommendations as to any abatement that may be necessary prior to demolition. A quote for Asbestos Abatement will be provided upon request, if necessary.

<u>COST ESTIMATE</u> - The tasks detailed in the preceding paragraphs will be performed on a Time & Materials basis, as follows:

Total Estimate to Complete Sampling & Analysis \$ 1,950.00

Any additional work that may become necessary will be approved by CLIENT prior to initiating any tasks outside of the estimate fees. Any and all cost savings that may become available will be passed on to the CLIENT.

Professional, Practical Environmental Solutions

INDEVCON is available to commence work on this project once we receive a signed copy of the Professional Services Agreement. We will then counter sign the PSA and forward one (1) copy for your records. Work will commence at the CLIENT's convenience. Payment in full is to be made upon project completion.

We appreciate the opportunity to submit this work plan and cost estimate to you. Should there be any questions, or if additional information is required, please call.

Sincerely,

Glenn Hofer CES No. 12988

PROFESSIONAL SERVICES AGREEMENT

COMPENSATION. The estimated total Time & Materials cost to perform the work outlined in Proposal No. TC-102203048, herein become a part of this agreement by reference and attachment, is \$ 1,950.00. The actual cost will be determined by the number of samples analyzed and the time spent to obtain them. Any additional costs, outside of sample analysis and time spent on Site, will be approved by CLIENT prior to the performance thereof. Should the costs incurred be less than the estimates, the cost savings will be passed on to the CLIENT. Work will commence upon receipt of authorization, constituted by a signed copy of this Professional Services Agreement. The PSA will be countersigned and a copy provided for CLIENT's records. CLIENT agrees to make Final Payment upon project completion.

REPRESENTATIONS & WARRANTIES. CONSULTANT hereby represents and warrants to CLIENT that CONSULTANT has the capability, experience and means required to perform the Services proposed. Such Services will be performed in a manner consistent with generally accepted professional practices, including submittal of documentation which may be used to satisfy Federal, State and Local laws, regulations and ordinances. No other warranty, either express or implied, is given. Site conditions are strictly under the control of the CLIENT &/or the property owner or occupant(s). For this reason, INDEVCON assumes no responsibility or liability for asbestos fiber release from materials left in place, hidden behind walls, ceilings or floors. However, as stated in the proposal, we will make every effort to limit future concerns by seeking to identify potential or actual problem areas for the CLIENT.

SPECIAL PROVISIONS. In the event a breach occurs in this agreement, and either party incurs legal fees, collection costs or other costs associated with interpreting or enforcing this agreement, the prevailing party shall be entitled to recover reasonable costs, including attorney fees, litigation costs, service fees, statutory interests and other similar costs. Liability is strictly limited to the cost of completing this contract. This contract constitutes the complete and entire agreement between parties. Any additional services must be agreed to by written instrument detailing same.

This contractual agreement is hereby entered into as of the date(s) noted by the signatories below.

CLIENT NAME: Ms. Brandy Williams

Date 10-3-2022

TOWN OF CORTLAND ENGINEER & ZONING ADMINISTRATOR

59 S. Somonauk Road

Cortland, IL 60112

Mayor

ACCEPTED BY: Mr. Glenn Hofer

INDEVCON, Inc.

901 N. 1st Street, Suite 11

DeKalb, IL 60115

Independent Environmental Consultants, Inc.