



December 10, 2024

Mr. Thomas Wogan
City Administrator
City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406

Via email: twogan@cityofblueisland.org

RE: Proposal for Professional Services
47 +/- Acres, SW Corner of 119th & the Chicago Rail Link | Blue Island, Illinois

Dear Mr. Wogan,

On behalf of V3 Companies, Ltd., we are pleased to submit this proposal for professional services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, together with the attached General Terms and Conditions, will constitute the entire agreement between the City of Blue Island (CLIENT) and V3 Companies, Ltd. (V3) for services on this PROJECT.

PROJECT UNDERSTANDING

It is our understanding that the City of Blue Island owns approximately 85 acres of land on both sides of the Chicago Rail Link south of 119th Avenue (see Figure 1.2). We understand that the City of Blue Island would like to further position the property for development. Much of the site contains an inactive landfill that V3 previously assisted the City with site investigations, regulatory reporting and the development of remediation plans. In recent years the area west of the railroad (~47 of the 85 total acres) has received the most active development interest, including a potential rail served industrial development.

In discussions with the City, we understand that Blue Island would like to perform additional Remedial Investigation to better position the west 47 acres for development. The property is serviced by the Metropolitan Water Reclamation District of Greater Chicago and development is subject to MWRD's Watershed Management Ordinance that governs stormwater management and the potential regulation of wetlands.

The services proposed herein are intended to better assess and position the west 47 acres for redevelopment, whether by current interested parties or other potential developers/end users. As previously discussed, it is most likely end-users will enter lease arrangements with the City rather than acquiring the land given the potential environmental liabilities and difficulty in getting protective regulatory closure from Illinois EPA. The proposed services include the following primary elements designed to assist the City and interested parties in understanding the environmental requirements, constraints and risks associated with future development, as well as providing the baseline needed to manage them:

- Existing Conditions Review & Preliminary Scope Development
- USEPA Pre-Application Coordination & Supplemental Investigation – TSCA PCBs
- Landfill Gas (LFG) / Soil Vapor Investigations

- Supplemental Investigation – Updated Groundwater Sampling
- USEPA TSCA PCBs Risk Assessment & Risk-Based Cleanup Proposal
- Remedial Investigation Summary Report
- On-going Consultation (12 months)

COMPENSATION

REMEDIAL INVESTIGATION / ENVIRONMENTAL POSITIONING

BASE ENVIRONMENTAL SERVICES	SCOPE EXHIBIT	FEE
Existing Conditions Review & Preliminary Scope Development	A	\$20,000 NTE
Pre-Application Meeting with USEPA Region V – PCBs	A	\$5,000 NTE
Supplemental PCBs Investigation – Soil and Groundwater (Budgetary Estimate)	A	\$100,000 NTE
Landfill Gas (LFG) / Vapor Intrusion Investigations (Budgetary Estimate)	A	\$60,000 NTE
Supplemental Investigation – Updated Groundwater Sampling (Budgetary Estimate)	A	\$25,000 NTE
EPA TSCA PCBs – Risk Assessment / Risk-Based Cleanup Proposal (Budgetary Estimate)	A	\$60,000 NTE
Remedial Investigation Summary Report	A	\$25,000 NTE
On-going Consultation (12 months)	A	\$10,000 NTE

ADD-ON / ALTERNATE SERVICES	SCOPE EXHIBIT	FEE
Updated Phase I ESA	B	\$15,000
Environmental Summary / Development Primer	C	\$10,000
Desktop Wetlands / Permitting Review	D	\$5,000

MISCELLANEOUS EXHIBITS

EXTENT OF AGREEMENT	EXHIBIT E	
SITE MAP	EXHIBIT F	
V3 STANDARD BILLING RATE SCHEDULE		
GENERAL TERMS AND CONDITIONS		

NTE = Not-to-exceed without Client authorization

The above fees are lump sum unless noted otherwise. Where fees are noted as “hourly” the fee listed is for budgetary purposes only – actual fee will be based on the actual hours expended on the project multiplied by V3’s Billing Rates attached hereto. The budgetary fee listed is based on the expected level of effort to accomplish the task.

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items. A handling charge of 15% applied to subcontracted services is included in the fees.

CLIENT will be invoiced monthly for professional services and reimbursable expenses. The above financial arrangements are based on prompt payment of invoices and the orderly and continuous progress of the Project through construction.

MISCELLANEOUS CONTRACTUAL ITEMS

V3 will initiate its services promptly upon receipt of CLIENT's written acceptance of this proposal. 100% of the estimated cost for subcontracted services (i.e., environmental drilling and environmental laboratory analysis) will be invoiced prior to field mobilization for these services.

The fee and completion schedule stated herein is valid for 90 days from the date of this proposal. If the 90 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to present this proposal and look forward to working with you on this project.

Sincerely,
V3 COMPANIES, LTD.



Keith Oswald, P.E.
Environmental Services Leader

Accepted For:
CITY OF BLUE ISLAND

By: _____

Title: _____

Date: _____

- Attachments
- Invoice Information
 - Exhibits A-D (Scope of Services)
 - Site Exhibit Map (Figure 1.2)
 - V3 Standard Billing Rate Schedule
 - General Terms and Conditions

INVOICE INFORMATION

PREFERENCE: Purchase Order or other Client Reference # (If Applicable)
 Receive by Email _____
 Portal Submission Important Accounting Notes:
 Other: _____

Specific Date Invoice must be received to be included in Monthly Payment Cycle:

SEND INVOICE TO:
Attention: _____
Company: _____
Address: _____

Email: _____
Phone: _____

IF PERSON ABOVE IS NOT IN ACCOUNTING, PROVIDE NAME AND CONTACT INFORMATION FOR ACCOUNTS PAYABLE BELOW (A COPY OF INVOICES WILL BE SENT TO A/P)

Attention: _____
Company: _____
Address: _____

Email: _____
Phone: _____

V3's Preferred method of Payment is Automated Clearing House (ACH)

US ACH information:
V3 Companies, Ltd.
Providence Bank & Trust
630 E 162nd Street
South Holland, IL 60473
Routing #: 071926375
Account #: 425042388
Send remittance email to: AR@v3co.com

Checks can be mailed to:
V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, IL 60517

Please Indicate how payment will be made: ACH Check

EXHIBIT A | Remedial Investigation & Closure Services

From 2006 to 2014, V3 performed extensive environmental characterization of the Site, as well as overseeing targeted remediation, providing development and regulatory consultation, and obtaining regulatory reviews and approvals from both USEPA (related to PCBs) and IEPA in pursuit of regulatory closure for environmental concerns identified at the Site. Based on the Site's history as an unregulated landfill, the related site conditions and IEPA consultation, it is unlikely IEPA would issue a *No Further Remediation* (NFR) letter for the Site. Consequently, it is our understanding that an NFR determination will not be pursued for the Site and that the only regulatory closure and remediation efforts conducted will be driven by what is required and achievable (i.e., USEPA – TSCA PCBs cleanup) and by what is necessary to control environmental hazards and accommodate construction of the facility.

To better position the Site for prospective users, we propose the following remedial investigation and closure services:

1. Existing Conditions Review & Preliminary Scope Development: Review previous environmental reports and documentation to establish the following:
 - a. Likely USEPA regulatory closure requirements for reuse of the land as related to the presence of regulated PCBs waste within the landfill. TSCA regulations require resolution of regulated PCBs as a condition of land reuse. Past discussions with USEPA have focused on a risk-based closure that allows the known PCBs to remain within the landfill waste pile at depth, subject to appropriate characterization, risk-assessment, and site controls.
 - b. Known environmental hazards that must be controlled and/or that the facility development and construction must otherwise be sensitive to (i.e., areas of concern, related constraints and/or remedies).
 - c. Develop preliminary Remedial Investigation (RI) scopes of work needed to establish sampling and analysis plans (SAPs).
2. Pre-Application Meeting with USEPA Region V – PCBs: Develop primer materials and attend a Pre-Application meeting with USEPA to summarize past site characterization efforts, PCBs areas of concern, related risk-assessments, potential reuse plans and to obtain further feedback on regulatory requirements to resolve TSCA regulated PCBs.
3. Supplemental PCBs Investigation – Soil and Water: Subject to feedback obtained from USEPA Region V, develop and implement a sampling and analysis plan to further delineate TSCA regulated PCBs that includes the following budgetary scope of work:
 - a. Advance, by hollow stem auger (HAS) technique, no more than 10 soil borings to an average depth of 50' below ground surface (bgs) and convert and no more than 2 borings to permanent groundwater monitoring wells.
 - b. Screen soils with PID and collect landfill gas readings during soil boring advancement.
 - c. Develop and sample monitoring wells.
 - d. Collected soil and groundwater samples will be analyzed for PCBs.
4. Landfill Gas (LFG) / Vapor Intrusion Investigations: Perform a LFG/soil vapor investigation that obtains 3 seasonal samples across heating and cooling seasons; each sampling event will be separated by an approximate 3 month period (i.e., total duration of 6 – 7 months to complete 3

rounds of sampling). The objective is to determine LFG levels that will require management during development as well as define air toxics that could result in vapor intrusion risks within any future building(s) constructed at the Site.

- a. Install no more than 10 soil gas collection vapor ports across the Site. The installations will be finished with flush mount or stickup covers to allow for periodic sampling events.
 - b. Obtain LFG (i.e., methane, oxygen, carbon dioxide, hydrogen sulfide) concentrations from each vapor port during soil gas sampling via gas analyzer, while volatile chemicals will be collected in summa canisters for laboratory analysis.
 - c. Collect a total of 3 sample rounds from each vapor port.
5. Supplemental Investigation – Updated Groundwater Sampling: Groundwater sample results for the Site are dated and we recommend resampling to update current conditions.
- a. Obtain groundwater samples from up to 9 existing groundwater wells, if verified still present and of sound well integrity.
 - b. Redevelop each well, obtain water levels and collect new groundwater/leachate samples.
 - c. Collected samples will be analyzed for one or more of the following: VOCs, SVOCs, PCBs and metals.
6. EPA TSCA PCBs – Risk Assessment / Risk-Based Cleanup Proposal: Use the existing and supplemental PCBs data and anticipated land use plans to develop a risk-assessment and risk-based cleanup proposal per 40 CFR 761.61(c) “Risk-based Cleanup and Disposal” for submittal to USEPA Region V for review and comment. This intent of this risk assessment and proposal is to remove uncertainty relative to the path to closure for TSCA regulated PCBs present at the Site within the “waste pile”.
7. Remedial Investigation Summary Report: Compile and summarize the results of the Remedial Investigations with a report with appended data and backup documentation. The report may then be shared with interested site users for their consideration, as the City deems appropriate.
8. On-going Consultation: Provide on-going periodic consultation and attend meetings with City representatives over an assumed 12 month period. Assumes about 4+ hours per month by a PM or Senior PM.

EXHIBIT B | Alternate Service – Phase I Environmental Site Assessment

The proposed Phase I ESA scope of work will be performed in general accordance with the American Society of Testing and Materials (ASTM) standards outlined in the *ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (Standard E1527-21) and the “Standards and Practices for All Appropriate Inquiries; Final Rule”, 40 CFR Part 312, as amended February 13, 2023 (AAI). The objective of the proposed Phase I ESA is to identify *Recognized Environmental Conditions (RECs)* in connection with the property to the extent feasible pursuant to the process prescribed in the Standard. [Note: EPA has recently designated PFOA and PFOS as CERCLA hazardous substances and consequently the review of those PFAS compounds is considered within the scope of ASTM E1527-21].

In accordance with ASTM E1527-21 and AAI this practice constitutes “*All Appropriate Inquiries*” into the previous ownership and uses of the property consistent with good commercial or customary practice for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range

of contaminants within the scope of CERCLA and petroleum products. This ESA is intended to permit a *User* to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability.

SCOPE OF SERVICES

The assessment shall be performed under the direction of “An *Environmental Professional (EP)*” which is defined in ASTM E1527-21 as a person who possesses specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases on, at, in, or to a property, sufficient to meet the objectives and performance factors in the referenced ASTM Standard.

The following tasks will be performed in accordance with ASTM Standards to characterize the environmental status of the *property*:

1. **Environmental Record Review**
2. **Historical Record Review**
3. **Activity and Land Use Limitations (AULs) and environmental liens (CLIENT)**
4. **Interviews**
5. **Site Reconnaissance**
6. **Vapor Migration Screening**
7. **Project Report (digital copy)**

COMPENSATION NOTES

V3 will perform the proposed scope of services for the stated lump sum fee. The lump sum fee assumes the search for AULs and environmental liens will be provided by CLIENT.

In the event CLIENT asks that V3 provide an *AUL/lien* search or a chain-of-title search, the following additional fees apply:

1. **AUL/Lien Search:** \$500 (Additional fees apply to property consisting of more than three PIN numbers and/or owners)

ASSESSMENT LIMITATIONS & ASSUMPTIONS

1. *All Appropriate Inquiries* is only the first step in establishing the ability to qualify for CERCLA liability protection; “continuing obligations” and “appropriate care” apply after purchase. This assessment is not a fulfillment of continuing obligations or appropriate care, as may be required.
2. Conditions which limit the effectiveness of visual observations (i.e. snow or thick vegetation) may interfere with identification of RECs.
3. Site will be accessible and safe without a need for personal protective equipment higher than standard Level D and that protection from radiological and biological hazards will not be warranted.
4. Property improvements will not differ from improvements at the time of proposal.