



E n v i r o n m e n t a l C o n s u l t i n g G r o u p , I n c .

May 20, 2025
PN25-322

Mr. Paul Zalmezak
City of Evanston – City Manager’s Office
2100 Ridge Avenue
Evanston, Illinois 60201

Re: **Proposal**
Phase I Environmental Site Assessment
Commercial Property
801-809 Main Street
Evanston, Illinois

Dear Mr. Zalmezak:

Environmental Consulting Group, Inc. (ECG) is pleased to provide you with this proposal for a Phase I Environmental Site Assessment (ESA). The subject of this proposal is the commercial property located at 801-809 Main Street in Evanston, Illinois.

Scope-of-Work – Phase I Environmental Site Assessment

The Phase I ESA will be performed in accordance with standard industry practice and in general conformance with the scope and limitations of ASTM Practice E1527-21. An ECG environmental professional, as defined by ASTM 1527-21, Section 3.2.30, will conduct the site reconnaissance of the property. The Phase I ESA will include:

A. Records Review

A historical review of readily obtainable aerial photographs, Sanborn Maps, zoning maps, land use maps, directories, atlases and correspondence from appropriate local, state and federal agencies.

A one-mile radius review of General Superfund/Federal Facility Sites on the National Priority List (NPL), Federal Resource Conservation and Recovery Act Treatment Storage and Disposal (RCRA TSD) Facilities List, and State lists of hazardous waste sites.

A one-half mile radius review of Superfund Enterprise Management System (SEMS) sites, Superfund Enterprise Management System-Archive (SEMS-Archive) sites, State landfill and solid waste disposal sites, Leaking Underground Storage Tanks (LUST) sites, and Registered Underground Storage Tanks (USTs).

Property and adjoining property review of Federal RCRA generators lists, Facility Information System (FINDS), and the Environmental Release Notification Systems (ERNS) list.

B. Site Visit

A visual inspection of the land and improvements for potential indicators of hazardous waste contamination, prior spills, or other environmental problems, such as stained or discolored soil, oil sheens, distressed or dead vegetation, unusual noxious fumes, and any unusual topographic features indicating buried wastes.

A visual inspection of the accessible interiors of any noted improvements for determination of the presence of asbestos-containing materials (ACMs), lead based paint, and sources of polychlorinated biphenyls (PCBs). Inaccessible areas will not be included.

A visual inspection for leaky pipes, electrical transformers, underground storage tanks (UST), barrels or containers, surface drains, sumps, pipelines, or wells, which are considered as frequent sources of ground water, surface water, and soil contamination.

C. Interviews

Interviews with owners, key site managers, occupants, and local government officials to obtain information of any pending, threatened, or past litigation, past administrative proceedings, or possible violation of environmental law relevant to hazardous substances or petroleum products in, on, or from the property.

A review, as applicable, of industrial processes involved in prior, present, or intended use including wastes and by-products produced by the process on-site, as well as treatment, recycling, storage or disposal of the wastes on-site. This does not, nor is intended to, constitute a regulatory compliance audit.

D. Reliance Letters

ECG will provide up to three reliance letters to lenders or organizations as designated by the client at no cost.

E. Report

A verbal report of the preliminary findings can be provided seven days after the site visit. The final report will be completed within ten days to two weeks after the site inspection.

Two copies (one hard copy and one email version) stating the findings of the Phase I ESA shall be provided documenting the records review, site reconnaissance, interviews, recognized environmental conditions, and recommendations, as warranted.

Cost Estimate

Based upon the scope-of-work outlined above, we expect to provide those services within a Lump Sum of **\$1,950**.

Authorization

In order for us to proceed, please sign the attached Proposal Acceptance Sheet and return a completed copy to us. Also, please review the Terms and Conditions, which are considered integral parts of this proposal.

If you have any questions or comments regarding this proposal, please contact our office at 630.607.0060.

Sincerely,

ENVIRONMENTAL CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'R. Johnson', with a long horizontal line extending to the right.

Robert Johnson, PG, CHMM
Senior Project Manager

Attachments: Proposal Acceptance Sheet
Terms and Conditions

ENVIRONMENTAL CONSULTING GROUP, INC.

PROPOSAL ACCEPTANCE SHEET

Project Name Phase I Environmental Site Assessment
Project Location Commercial Property - 801-809 Main Street, Evanston, Illinois
Proposal Number 25-322 Proposal Date May 20, 2025

*For **Payment** of Charges, Invoices will be charged to the account of:*

Company Name City of Evanston
Address 909 Davis Street
City, State, Zip Evanston IL 60201 Fax _____
Phone _____ Email _____

*This **AGREEMENT** is subject to the following special provisions/payment schedule:*

Contract Amount: **1,950**

*This **AGREEMENT** together with the proposal and the General Terms and Conditions (Terms) constitute the entire agreement between client and Environmental Consulting Group, Inc. and, with respect to the subject matter thereof, supersedes all prior written or oral understandings.*

*This **AGREEMENT** is accepted by:*

City of Evanston
Client

By (Signature)
Paul Zalmezak
By (Type/Print)
Economic Development Manager
Title
5/20/2025
Date
Acknowledging the Terms and Conditions

Environmental Consulting Group, Inc.
ECG

By (Signature)
Mark A. Schlever
By (Type/Print)
President
Title

Date
Acknowledging the Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

Environmental Consulting Group, Inc. (ECG) shall perform the services defined in this Proposal. Any estimate of cost to the Client as stated in this Proposal shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). ECG will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at ECG's standard rates. The prices shown will be valid for ninety (90) days unless otherwise stated in the proposal.

1. SCOPE OF WORK

Environmental Consulting Group, Inc. (ECG) shall perform the service described in its proposal or quote upon acceptance by Client within 90 days of the date thereof. The ECG proposal provides an initial estimate of the costs of such services, but upon Client's timely acceptance and ECG's approval thereof, such costs shall be considered a fixed price contract for such services. Any additional requested and agreed to services shall be governed by an additional proposal and contract.

2. RIGHT OF ENTRY

The Client will provide for right of entry of ECG personnel and all necessary equipment to the project site or sites, to complete the work.

3. INVOICES

As full and complete consideration of the services performed by ECG, Client agrees to pay ECG total fees in accordance with the attached Proposal.

Client agrees that the amounts due to ECG shall be paid in accordance with the Proposal regardless of whether Client makes any use of the information, reports or other services that ECG provided. ECG's compensation is not contingent upon the results of any transaction involving Client. The Client agrees to pay ECG for ECG's services in accordance with the contract, regardless of whether or not the Client has been paid by its own client.

ECG will submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at Client's request. There shall be no retainage, unless otherwise agreed upon in the contract. ECG shall furnish lien waivers or other supporting documents as and when requested by Client, provided all amounts due to ECG hereunder have been paid.

Payment is due within thirty (30) days after receipt of invoice and interest charges will start thirty (30) days thereafter. Client agrees to pay an interest charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

If project costs exceed the contract price due to errors and/or omissions caused solely by ECG, ECG agrees to bear those costs.

4. OWNERSHIP OF DOCUMENTS

All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ECG, as instruments of service, shall remain the property of ECG. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned to ECG and will not be used by the Client for any purpose whatsoever.

Cassettes used for Phase Contrast Microscopy (PCM) analysis conducted by ECG will be retained by ECG for maximum of 90 days.

5. DISPUTES

If a dispute arises between Client and ECG relating to the performance of services to be provided under this Agreement, and such dispute results in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with the claim, including incurred staff time, court costs, attorneys' fees and other incurred claim-related expenses.

This agreement shall be deemed to have been made and executed in the State of Illinois and any dispute arising hereunder shall be resolved in Cook County and in accordance with the laws of Illinois.

6. STANDARD OF CARE

Services performed by ECG under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7. LIMITATION OF LIABILITY

ECG's total amount of damages (of all kinds) to the Client and all their construction contractors and subcontractors on the project arising from professional acts, errors or omissions, shall not exceed \$1,000,000.

8. INSURANCE & GENERAL LIABILITY

ECG's worker's compensation insurance has limits that are required by state law. Certificates for all insurance policies shall be provided to the Client upon its request. Additional insurance, if requested by Client, will be obtained by ECG (if procurable) and charged to the Client at cost plus fifteen percent (15%). ECG shall not be responsible for any loss, damage or liability arising from acts or omissions by Client, its agents, staff and other consultants employed by it. Furthermore, if Client makes a claim against ECG for alleged negligence, but fails to prove such claim, Client shall pay all ECG's defense costs.

9. TERMINATION

This Agreement may be terminated by either party upon three (3) days written notice if the other party fails to substantially perform in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Upon termination, regardless of the party seeking to terminate or the reasons therefor, Client agrees to ECG pay for services performed up to the effective date of termination plus ECG's reasonable expenses incurred to demobilize from the project.

10. ASSIGNS

Neither the Client nor ECG may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of either party. Furthermore, this agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and ECG.

11. CONFLICTS

Should any element of the General Terms and Conditions be deemed in conflict with any element of the contract referenced above, unless the Proposal clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this Agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force.

12. LEGAL COSTS AND EXPENSE REIMBURSEMENT

Client will, at its sole expense, reimburse ECG for all costs reasonably incurred by ECG for responding to a discovery request or compulsory legal order or process that seeks or requires ECG to produce any information, documents, or data related to or arising out

of work performed by ECG for Client, including, but not limited to, the attorney and other professional advisory fees that ECG incurs in connection with such responsive activities.

13. SAFETY

ECG is responsible for the safety on site of its own employees and subcontractors. Client shall provide a sufficient and safe jobsite or working facility for ECG to perform its services and shall maintain responsibility for maintaining a safe jobsite. Neither the professional activities of ECG, nor the presence of ECG's employees and subcontractors shall be construed to imply ECG has any responsibility for any activities on site performed by personnel other than ECG's employees and subcontractors.

14. DELAYS IN WORK

ECG will pursue the work in an efficient and expeditious manner consistent with good quality practices. ECG will not be responsible for delays in the work caused by Client or its agents, consultants, contractors or subcontractors. Standby or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

15. CONSEQUENTIAL DAMAGES

Client shall not be liable to ECG and ECG shall not be liable to Client for any consequential damages incurred by either due to the fault of the other.

16. UTILITIES

In the execution of any subsurface exploration or excavation, ECG will take all reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the Client's responsibility to mark the locations of all underground man-made obstructions. The Client agrees to hold ECG harmless for any damages to subterranean structures which are not called to ECG's attention or correctly shown on the plans furnished.

17. GENERAL

Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time to time request changes in the Services, each of which shall be subject to ECG's approval. With respect to any services requested verbally or in writing by Client and performed by ECG but not expressly set forth in the Proposal, ECG shall be additionally compensated at its standard hourly rates plus expenses.

The Project Documents are for Client's use only. No third party may use or rely on any of the Project Documents without ECG's written consent.

Client recognizes that actual conditions, including the presence of hazardous substances, agents or conditions may vary from those encountered in ECG's samples, tests, surveys and analyses, and that the information and recommendations developed by ECG are based solely on the tests and analyses performed.

Client where required will sign waste disposal manifests as the "generator" and Client agrees to make all arrangements and pay all costs associated with the transport, handling and disposal of special, hazardous or toxic substances or wastes in connection with the subject site. ECG at no time assumes title for said substances and waste.

Client recognizes that the extent of the investigation or testing described in the Scope of Work cannot or does not guarantee the existence or non-existence of special, hazardous, or toxic substances

and waste or underground storage tanks, since some level of uncertainty will exist regardless of the extent of the investigation.

Information collected during the assessment will be maintained as confidential by ECG unless ECG is required to disclose such information by law.