

# UNOFFICIAL COPY

Doc#: 2016306031 Fee: \$65.00  
Edward M. Moody  
Cook County Recorder of Deeds  
Date: 06/11/2020 10:02 AM Pg: 1 of 14

Prepared by and Recorded at the request of  
and to be returned to:  
ADEPT ENVIRONMENTAL SOLUTIONS, INC.  
1100 SOUTH WAIOLA AVENUE  
LA GRANGE, ILLINOIS 60525

---

## ORIGINAL CONTRACTOR'S CLAIM FOR LIEN

State of Illinois  
SS.  
County of COOK

The Claimant, ADEPT ENVIRONMENTAL SOLUTIONS, INC., 1100 SOUTH WAIOLA AVENUE, LA GRANGE, ILLINOIS 60525, hereby files its claim for lien as an Original Contractor against

OWNER:

I 57 GAS, LLC, SALEH SALEH, 3546 WEST 159TH STREET, MARKHAM, ILLINOIS 60428

if any, (hereinafter, collectively 'Owner'), and any other person claiming an interest in the real estate hereinafter described, by, through or under the Owner and further states:

On 01/15/2020 through 03/16/2020, Owner owned in fee simple title to the certain land described as follows: 3546 WEST 159TH STREET, MARKHAM, including all land and improvements thereon, in the County of COOK, State of Illinois.

Permanent Index Numbers: 28-14-424-034-0000, 28-14-424-035-0000, 28-14-424-036-0000, 28-14-424-037-0000, 28-14-424-038-0000, 28-14-424-039-0000

Common Address: 3546 WEST 159TH STREET, MARKHAM, ILLINOIS 60428

Legal Description: LOT 19 THROUGH AND INCLUDING 24, IN BLOCK 2, IN

# UNOFFICIAL COPY

CROISSANT PARK, MARKHAM'S FIFTH ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

On 01/24/2020, the claimant made a contract with SALEH SALEH, I 57 GAS, LLC, 3546 WEST 159TH STREET, MARKHAM, ILLINOIS 60428, to supply materials and labor for:

ADEPT ENVIRONMENTAL SOLUTIONS, INC. HAS SUPPLIED PERSONNEL AND SUBCONTRACTED LABORATORY SOIL SAMPLE ANALYSIS TO PROVIDE OVERSIGHT OF UNDERGROUND STORAGE TANK, PRODUCT PIPING REMOVAL, VENT PIPING REMOVAL, PUMP ISLAND REMOVAL, COORDINATED WITH OTHER CONTRACTORS, AND STATE FIRE MARSHAL ON SITE, SUPERVISED EXCAVATION OF CONTAMINATED BACK FILL MATERIAL LIMITS, COLLECTED A TOTAL OF THIRTY-SIX (36) SOIL SAMPLES FOR LABORATORY ANALYSIS OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY INDICATOR CONTAMINANT COMPOUNDS, PROVIDED MANDATORY ENVIRONMENTAL SITE ASSESSMENT REPORT TO THE OFFICE OF THE STATE FIRE MARSHAL, PROVIDED MANDATORY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY 20-DAY AND 45-DAY REPORTS PURSUANT TO ILLINOIS ADMINISTRATIVE CODE 734.210 AS INCORPORATED INTO THE RULES AND REGULATIONS OF THE OFFICE OF THE STATE FIRE MARSHAL AS REQUIRED BY 176.330(A) AND (B), AND REQUIREMENTS SET FORTH IN ACCORDANCE WITH ILLINOIS ENVIRONMENTAL PROTECTION ACT, 35 ILLINOIS ADMINISTRATIVE CODE PART 734, AND GENERALLY ACCEPTED STANDARDS AND PRACTICES. (See Contract attached hereto).

That at the special instance and request of Owner, the Claimant furnished extra and additional materials at and extra and additional labor on said premises of the value of: \$ .

The Contract was entered into by Claimant, and the work performed there under was performed with the knowledge, authorization and consent of the Owner or the Owner knowingly permitted said work to be performed by Claimant.

The Owner is entitled to credits on account thereof as follows: \$0.00 leaving due, unpaid and owing to the Claimant, after allowing all credits, the sum of \$9,975.96 for which, with interest, the claimant claims a lien on said land and all improvements thereon.

# UNOFFICIAL COPY

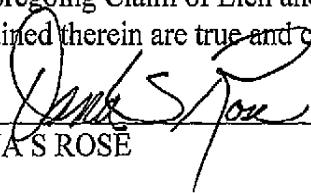
Dated: 5-12-2020

ADEPT ENVIRONMENTAL SOLUTIONS, INC.

By:   
DANA S ROSE, PRESIDENT

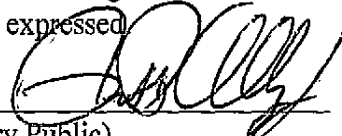
### VERIFICATION

DANA S ROSE, the PRESIDENT of ADEPT ENVIRONMENTAL SOLUTIONS, INC., being of lawful age and upon being duly upon oath, states and verifies as follows: that he/she has read the foregoing Claim of Lien and understands the contents thereof; that the matters and things contained therein are true and correct to the best of his/her knowledge, information and belief.

  
DANA S ROSE

STATE OF Illinois  
ss.  
COUNTY OF COOK

I CERTIFY that on this 12th day of MAY 2020, before me, the subscriber, personally appeared DANA S ROSE, who, I am satisfied, is the PRESIDENT of the Corporation ADEPT ENVIRONMENTAL SOLUTIONS, INC. named herein and who by me duly sworn/affirmed, asserted authority to act on behalf of the Corporation ADEPT ENVIRONMENTAL SOLUTIONS, INC., and who, by virtue of its Bylaws, or Resolution of its Board of Directors executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant's act and deed, for the purposes herein expressed.

  
(Notary Public)



# UNOFFICIAL COPY

## MANAGEMENT & ENGINEERING SERVICES AGREEMENT

by and between

**ADEPT ENVIRONMENTAL SOLUTIONS, INC.**

and

**I 57 Gas, LLC dba Markham Gas & Food***Agreement Number 20-1737*

### A. GENERAL

**Manager:** Adept Environmental Solutions, Inc.  
1100 South Walota Avenue  
La Grange, Illinois 60525

**Contact:** Dana Rose - President  
**Phone:** (708) 352-9322

**Client:** I 57 Gas, LLC dba Marham Gas & Food  
Ct. Saleh Saleh  
3546 West 159<sup>th</sup> Street  
Markham, Illinois 60426

**Re:** I 57 Gas, LLC dba Marham Gas & Food Gas Station Property  
3546 West 159<sup>th</sup> Street  
Markham, Illinois 60426

**Contact:** Saleh Saleh, Partner  
**Phone:** (708) 566-7254 **eMail:** [markhamgas@gmail.com](mailto:markhamgas@gmail.com)

In consideration of the mutual promises contained herein, ADEPT ENVIRONMENTAL SOLUTIONS, INC. ("Manager") and I 57 Gas, LLC, Saleh Saleh ("Client") hereby agree that the services specified below shall be performed by the Manager in accordance with the terms of this Project Management & Engineering Services Agreement ("Agreement").

### B. STATEMENT OF SERVICES

Manager agrees to undertake project management and engineering assignments which are deemed within its capabilities or areas of expertise as requested from time to time by Client. All such requests and acceptances shall be made in writing. Client reserves the right to request Manager to submit a proposed scope of work, estimated budget and/or schedule of completion of each assignment in request prior to commencing work. Manager is under no obligation to accept assignments proposed by Client, and likewise, Client is under no obligation to provide assignments to Manager.

**C. SCHEDULE OF CHARGES.** Manager shall be paid in accordance with the following schedule of charges:

- Billing rates and structure shall be on a time and material basis in accordance with current Manager rates not to exceed the current published IEPA Maximum Payment Amounts (reimbursement rates) in effect on the date the work is performed. A copy of the current IEPA Maximum Payment Amounts (July 1, 2019 through June 30, 2020) information (which is annually updated and published by the IEPA) is attached hereto and made a part hereof.

Invoicing shall be on a regular basis, at the convenience of Manager, but no more frequently than upon completion of every assignment or at the end of the month - whichever comes first. Payment in full shall be made to Manager and is due on receipt of invoice. An additional rate fee of 1.5% per month or the maximum rate allowed by law may be assessed on balances past due more than 30 days.

### D. GENERAL TERMS AND CONDITIONS

**1. Relationship between Manager and Client.** Manager shall serve as Client's project management and engineering consultant for those assignments and projects to which this Agreement applies. The relationship is that of buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Manager shall not be considered to be the agent of the Client.

**2. Responsibility of Manager.** Manager will render management and engineering services in accordance with generally accepted and currently recognized management and engineering practices and principles. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between Client and any other party concerning the project, the Manager shall not have control and shall not be in charge of and shall not be responsible for the means, methods, techniques, sequences and procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work providing any of the services on the project except for those services which Manager shall directly perform. Nor shall the Manager be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the project documents, this Agreement or any other agreement concerning the project.

Any provision which purports to amend this provision shall be without effect unless it contains reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by Manager.

**3. CHANGES.** Client reserves the right by written change order to make changes in requirements, amount of work, or time schedule adjustments, and Manager and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

**4. SUSPENSION OF SERVICES.** Client may, at any time, order Manager to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Manager shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all necessary costs to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Manager will not be obligated to provide the same personnel employed prior to the suspension when services are resumed, in the event the period of any suspension exceeds thirty (30) days. Client will reimburse Manager for costs of such suspension and mobilization.

ADEPT ENVIRONMENTAL SOLUTIONS, INC.

# UNOFFICIAL COPY

Management & Engineering Services Agreement  
 Adept Environmental Solutions, Inc.  
 La Grange, Illinois 60525  
 (708) 352-9322

**5. TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interest. Cost of termination including but not limited to services, salaries, overhead and fees incurred by Manager either before or after the termination date shall be reimbursed by Client.

**6. DOCUMENTS PROPERTY OF CLIENT.** Drawings, specifications, reports and any other documents prepared by Manager in connection with any or all of the services provided hereunder shall be the property of the Client. Manager shall have the right to retain copies of all documents and drawings for its use.

**7. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Manager pursuant to this Agreement are intended for use in this project only. They should not be used by Client or others on extensions of the project or any other project. Any reuse without written verification or adaptation by Manager shall be at Client's sole risk. Client shall hold harmless and indemnify Manager from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

**8. COMPLIANCE WITH LAWS.** To the extent they apply to its employees or services, the Manager shall comply with all applicable United States, State, Territorial and Commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any State, Territory or Commonwealth thereof.

**9. INDEMNIFICATION.** Manager shall indemnify and hold harmless Client in an amount equal to the compensation paid by Client to Manager under this Agreement (excluding costs and subcontract expenses) from Client's loss or expense, including but not limited to reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Manager.

Except as provided in Clause (10) with respect to hazardous substance claims, Client shall indemnify and hold harmless Manager up to the same amount that Manager undertakes to indemnify Client under this Agreement for all other claims, from Manager's loss or expense, including but not limited to attorney's fees and expenses, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Manager and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage; provided, however, that Client shall remain separately liable to Manager under clause (10).

Manager shall not be liable for special, incidental or consequential damages, including but not limited to loss of business, revenues, profits, use of capital, claims of customers, costs of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the services rendered under this Agreement.

The directors, officers and employees of the respective parties and Manager's subcontractors are deemed to be included within the term "Manager" and "Client" for the purposes of this subsection.

**10. HAZARDOUS SUBSTANCES.** In consideration of the non-involvement of Manager in the generation, treatment, storing or disposal of hazardous contaminating substances, Client shall defend, indemnify and hold Manager, its subcontractors and the directors, officers, employees and stockholders of Manager and its subcontractors harmless from and against all claims, damage, injury, including death, and property damage including use thereof, losses and expenses, direct and indirect, including attorney's fees and expenses, resulting from or relating to the presence, discharge, release, dispersal, proliferation or escape of hazardous contaminating substances of any kind which may arise out of the performance of this Agreement.

Client waives and releases any statutory right it may now or in the future have that would limit or render unenforceable the indemnity provided in this subsection. In the event this waiver or release is likewise deemed to be limited or rendered unenforceable, Client shall pay to Manager an amount equal to its obligations in this Clause as additional compensation for services.

**11. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**12. LEGAL PROCEEDINGS.** In the event Manager's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry arising out of the services that are subject to this Agreement, where Manager is not a party of such proceeding, Client shall compensate Manager for its services pursuant to Manager's schedule of charges then in effect and reimburse Manager for all related direct costs incurred in connection with providing such services, this provision shall be of no effect if the parties have agreed in a separate Agreement or an amendment to this Agreement to the terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Manager to provide expert testimony or litigation support, which services shall be the subject of a separate agreement to this Agreement.

**13. SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided however, that neither party shall assign this Agreement in whole or in part without prior written approval of the other.

**14. WAIVER AND CONTRACT BREACH.** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

**15. ENTIRE UNDERSTANDING OF AGREEMENT.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Manager and Client hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

**16. AMENDMENT.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties and entitled "Amendment to Agreement".

**17. TIME.** Time is of the Essence. All of Manager's assignments will be executed in a timely manner.

# UNOFFICIAL COPY

Management & Engineering Services Agreement  
Adept Environmental Solutions, Inc.  
La Grange, Illinois 60525  
(708) 352-9322

**18. SEVERABILITY OF INVALID PROVISIONS.** If any provisions of this Agreement shall be held to contravene or be invalid under the laws of any particular State, Country, or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but shall be construed as if not containing the particular provisions held to be invalid in the particular State, Country, jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

**19. FORCE MAJEURE.** Neither Client nor Manager shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

**20. SUBCONTRACTS.** Manager may subcontract portions of the services required under this Agreement, but each subcontractor must be approved by Client in writing, which approval shall not be unreasonably withheld.

**21. ACCESS AND PERMITS.** Client shall arrange for Manager to enter upon public and private property and obtain all necessary approvals and permits required from all governmental agencies and authorities having jurisdiction over the project. All costs for obtaining such permits shall be paid by Client.

**22. DESIGNATION OF AUTHORIZED REPRESENTATIVES.** Each party shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the project. The persons designated shall review and respond promptly to all communications received from either party.

**23. NOTICES.** Any notice or communication required to be given by either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof, shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or other such address as either party shall hereinafter furnish to the other party by written notice as provided herein.

**24. AGREEMENT PERIOD.** This Agreement shall commence on the date of execution and be in force for a period of one year, at which time it may be extended by Amendment or agreement of the parties.

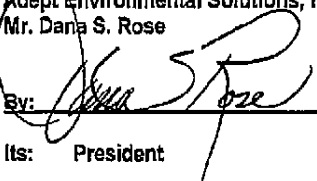
**24. EXECUTION.**


**IN WITNESS WHEREOF,**

the parties hereto have caused this Agreement to be executed on this 20TH day of JANUARY, 2020.

Adept Environmental Solutions, Inc  
Mr. Dana S. Rose

157 Gas, LLC  
Mr. Saieh Saleh

By:   
\_\_\_\_\_  
Its: President

By:   
\_\_\_\_\_  
Its: \_\_\_\_\_



**UNOFFICIAL COPY**

Management & Engineering Services Agreement  
Adept Environmental Solutions, Inc.  
La Grange, Illinois 60525  
(708) 352-9322

**APPENDIX A**

Management & Engineering Services Agreement

IEPA Maximum Payment Amounts  
(July 1, 2019 through June 30, 2020)

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## Maximum Payment Amounts July 1, 2019 through June 30, 2020

### Maximum Total Amount

#### Drilling:

Hollow-stem auger	\$30.25 per foot
Direct-push platform for sampling or other non-injection	\$23.67 per foot
Direct-push platform for injection	\$19.73 per foot

The costs associated with a round of drilling must not exceed \$1,578.14 for direct-push platform or \$1,972.67 for hollow-stem auger or the above applicable per foot amount, whichever is greater.

#### Monitoring/Recovery Wells:

Monitoring well installation via hollow-stem auger	\$21.71 per foot
Monitoring well installation via direct-push platform	\$16.44 per foot
4" or 6" recovery well installation	\$32.88 per foot
8" or greater recovery well installation	\$53.92 per foot
Monitoring well abandonment	\$13.15 per foot

**Excavation, Transportation, and Disposal of Contaminated Soil:** \$74.96 per cubic yard

**Backfilling the Excavation:** \$26.30 per cubic yard

**Overburden Removal and Replacement:** \$8.55 per cubic yard

**Groundwater or Free Product Removal and Disposal (per round):** \$0.89 per gallon

Removal, transportation, and disposal costs associated with each round of free product removal via hand bailing or a vacuum truck must not exceed \$263.02 or the above per gallon amount, whichever is greater.

#### Drum Disposal:

Purchase, transportation, and disposal of drummed waste must not exceed \$657.56 or the following amounts, whichever is greater:

Purchase, transportation, and disposal of drum of solid waste	\$326.78 per drum
Purchase, transportation, and disposal of drum of liquid waste	\$197.27 per drum

#### UST Removal:

UST volume 110 to 999 gallons	\$2,761.74 per UST
UST volume 1,000 to 14,999 gallons	\$4,142.61 per UST
UST volume ≥15,000 gallons	\$5,391.97 per UST

#### Replacement of Concrete, Asphalt, and Paving:

asphalt @ 2" depth: \$2.17 per square foot	asphalt @ 3" depth: \$2.44 per square foot
asphalt @ 4" depth: \$3.14 per square foot	asphalt @ 6" depth: \$4.05 per square foot
concrete @ 2" depth: \$3.22 per square foot	concrete @ 3" depth: \$3.85 per square foot
concrete @ 4" depth: \$4.48 per square foot	concrete @ 5" depth: \$5.12 per square foot
concrete @ 6" depth: \$5.74 per square foot	concrete @ 8" depth: \$6.98 per square foot

#### Concrete, Asphalt, and Paving Installed as an Engineered Barrier:

asphalt @ 2" depth: \$2.17 per square foot	asphalt @ 3" depth: \$2.44 per square foot
asphalt @ 4" depth: \$3.14 per square foot	concrete @ any depth: \$3.14 per square foot

**Destruction or Dismantling and Reassembly of Above Grade Structures:** \$10,000.00 per site



# UNOFFICIAL COPY

## Maximum Payment Amounts July 1, 2019 through June 30, 2020

### Personnel Titles and Requirements

Title	Degree Required	Ill. License Required	Minimum Yrs. Experience	Maximum Hourly Rate
Engineer I	Bachelor's in Engineering	None	0	\$98.63
Engineer II	Bachelor's in Engineering	None	2	\$111.78
Engineer III	Bachelor's in Engineering	None	4	\$131.51
Professional Engineer	Bachelor's in Engineering	P.E.	4	\$144.66
Senior Prof. Engineer	Bachelor's in Engineering	P.E.	8	\$170.97
Geologist I	Bachelor's in Geology or Hydrogeology	None	0	\$92.05
Geologist II	Bachelor's in Geology or Hydrogeology	None	2	\$98.63
Geologist III	Bachelor's in Geology or Hydrogeology	None	4	\$115.73
Professional Geologist	Bachelor's in Geology or Hydrogeology	P.G.	4	\$120.98
Senior Prof. Geologist	Bachelor's in Geology or Hydrogeology	P.G.	8	\$144.66
Scientist I	Bachelor's in a Natural or Physical Science	None	0	\$78.90
Scientist II	Bachelor's in a Natural or Physical Science	None	2	\$85.47
Scientist III	Bachelor's in a Natural or Physical Science	None	4	\$92.05
Scientist IV	Bachelor's in a Natural or Physical Science	None	6	\$98.63
Senior Scientist	Bachelor's in a Natural or Physical Science	None	8	\$111.78
Project Manager	None	None	8 <sup>1</sup>	\$118.36
Senior Project Manager	None	None	12 <sup>1</sup>	\$131.51
Technician I	None	None	0	\$59.18
Technician II	None	None	2 <sup>1</sup>	\$65.76
Technician III	None	None	4 <sup>1</sup>	\$72.33
Technician IV	None	None	6 <sup>1</sup>	\$78.90
Senior Technician	None	None	8 <sup>1</sup>	\$85.47
Account Technician I	None	None	0	\$46.03
Account Technician II	None	None	2 <sup>2</sup>	\$52.60
Account Technician III	None	None	4 <sup>2</sup>	\$59.18
Account Technician IV	None	None	6 <sup>2</sup>	\$65.76
Senior Acct. Technician	None	None	8 <sup>2</sup>	\$72.32
Administrative Assistant I	None	None	0	\$32.88
Administrative Assistant II	None	None	2 <sup>3</sup>	\$39.45
Administrative Assistant III	None	None	4 <sup>3</sup>	\$46.03
Administrative Assistant IV	None	None	6 <sup>3</sup>	\$52.60
Senior Admin. Assistant	None	None	8 <sup>3</sup>	\$59.18
Draftsperson/CAD I	None	None	0	\$52.60
Draftsperson/CAD II	None	None	2 <sup>4</sup>	\$59.18
Draftsperson/CAD III	None	None	4 <sup>4</sup>	\$65.76
Draftsperson/CAD IV	None	None	6 <sup>4</sup>	\$72.32
Senior Draftsperson/CAD	None	None	8 <sup>4</sup>	\$78.90

- <sup>1</sup> Equivalent work-related or college level education with significant coursework in the physical, life, or environmental sciences can be substituted for all or part of the specified experience requirements.
- <sup>2</sup> Equivalent work-related or college level education with significant coursework in accounting or business can be substituted for all or part of the specified experience requirements.
- <sup>3</sup> Equivalent work-related or college level education with significant coursework in administrative or secretarial services can be substituted for all or part of the specified experience requirements.
- <sup>4</sup> Equivalent work-related or college level education with significant coursework in drafting or computer aided design (CAD) can be substituted for all or part of the specified experience requirements.

# UNOFFICIAL COPY

## Maximum Payment Amounts July 1, 2019 through June 30, 2020

Laboratory Rates Per Analysis	Maximum	Metals	Maximum
<b>Chemical</b>			
BETX Soil with MTBE	\$111.78	Soil preparation for Metals TCLP Soil (one fee per sample)	\$103.89
BETX Water with MTBE	\$106.52	Soil preparation for Metals Total Soil (one fee per sample)	\$21.03
COD (Chemical Oxygen Demand)	\$39.45	Water preparation for Metals Water (one fee per sample)	\$14.46
Corrosivity	\$19.73	Arsenic TCLP Soil	\$21.03
Flash Point or Ignitability Analysis EPA 1010	\$43.39	Arsenic Total Soil	\$21.03
FOC (Fraction Organic Carbon)	\$49.96	Arsenic Water	\$23.67
Fats, Oil, & Grease (FOG)	\$78.90	Barium TCLP Soil	\$13.15
LUST Pollutants Soil - analysis must include all volatile, base/neutral, polynuclear aromatic, and metal parameters list in Section 732, Appendix B and 734, Appendix B	\$911.38	Barium Total Soil	\$13.15
Organic Carbon (ASTM-D 2974-87)	\$43.39	Barium Water	\$15.78
Dissolved Oxygen (DO)	\$31.56	Cadmium TCLP Soil	\$21.03
Paint Filter (Free Liquids)	\$18.41	Cadmium Total Soil	\$21.03
PCB / Pesticides (combination)	\$291.96	Cadmium Water	\$23.67
PCBs	\$145.97	Chromium TCLP Soil	\$13.15
Pesticides	\$184.12	Chromium Total Soil	\$13.15
pH	\$18.41	Chromium Water	\$15.78
Phenol	\$47.71	Cyanide TCLP Soil	\$36.82
Polynuclear Aromatics PNA, or PAH SOIL	\$199.90	Cyanide Total Soil	\$44.71
Polynuclear Aromatics PNA, or PAH WATER	\$199.90	Cyanide Water	\$44.71
Reactivity	\$89.43	Iron TCLP Soil	\$13.15
SVOC - Soil (Semi-Volatile Organic Compounds)	\$411.63	Iron Total Soil	\$13.15
SVOC - Water (Semi-Volatile Organic Compounds)	\$411.63	Iron Water	\$15.78
TKN (Total Kjeldahl) "nitrogen"	\$57.87	Lead TCLP Soil	\$21.03
TOC (Total Organic Carbon) EPA 9060A	\$40.77	Lead Total Soil	\$21.03
TPH (Total Petroleum Hydrocarbons)	\$160.44	Lead Water	\$23.67
VOC (Volatile Organic Compound) - Soil (Non-Aqueous)	\$230.15	Mercury TCLP Soil	\$24.99
VOC (Volatile Organic Compound) - Water	\$222.26	Mercury Total Soil	\$13.15
<b>Geo-Technical</b>		Mercury Water	\$34.19
Bulk Density ASTM D4292 / D2937	\$28.93	Selenium TCLP Soil	\$21.03
Ex-situ Hydraulic Conductivity / Permeability	\$335.35	Selenium Total Soil	\$21.03
Moisture Content ASTM D2216-90 / D4643-87	\$15.78	Selenium Water	\$19.73
Porosity	\$39.45	Silver TCLP Soil	\$13.15
Rock Hydraulic Conductivity Ex-situ	\$460.29	Silver Total Soil	\$13.15
Sieve / Particle Size Analysis ASTM D422-63 / D1140-54	\$190.70	Silver Water	\$15.78
Soil Classification ASTM D2488-90 / D2487-10	\$89.43	Metals TCLP Soil (a combination of all RCRA metals)	\$135.46
<b>Other</b>		Metals Total Soil (a combination of all RCRA metals)	\$123.61
EnCore® Sampler, purge-and-trap sampler, or equivalent sampling device	\$13.15	Metals Water (a combination of all RCRA metals)	\$156.49
Sample Shipping (*maximum total amount for shipping all samples collected in a calendar day)	*\$65.76		

# UNOFFICIAL COPY

## Adept Environmental Solutions, Inc.

### INVOICE

**Invoice Number:** 20-1737-01a  
**Invoice Date:** February 18, 2020

Saleh Saleh  
**I 57 Gas, LLC - dba Markham Gas & Food**  
 3546 West 159<sup>TH</sup> Street  
 Markham, Illinois 60428

**Subject: Oversee Tank Removal and OSFM Mandated Validation Soil Sampling**  
**LUST Incident #20200044**

**Reference:** I 57 Gas, LLC Gas Station Property  
 3546 West 159<sup>TH</sup> Street  
 Markham, Illinois 60428

Per the Management and Engineering Services Agreement executed January 24, 2020, Adept Environmental Solutions, Inc. (AES) provided an environmental engineer and environmental technician, traveled to the referenced subject property site, liaised with Storage Tank Safety Specialist (STSS) Charles Southern - Office of the State Fire Marshal and documented (measured, photographed) during the removal of five underground storage tanks (USTs) and associated product piping, collected a total of thirty-six (36) soil validation samples per the requirements set forth under 35 Illinois Administrative Code Part 734 - Underground Storage Tanks and Office of the State Fire Marshal (OSFM) Part 175.830 - Removal of USTs and product piping, preserved soil samples in the field per ASTM 5035 standards, transported samples to First Environmental Laboratories, Inc. for analysis of the Illinois Environmental Protection Agency (IEPA) indicator contaminant compounds for unleaded gasoline, racing gasoline, and diesel fuel consisting of benzene, toluene, ethylbenzene and total xylenes (BTEX), methyl tertiary butyl ether (MTBE), and polynuclear aromatic hydrocarbons (PNAs), maintained sample chain of custody, at the direction of STSS Southern, reported a release incident to the Illinois Emergency Management Agency (LUST Incident #20200044).

**Detail:**

<b>01/15/2020</b>	<b>Travel to Site, Tank Removal -</b>		
	Senior Technician (S. Posadzy)	1.5 hours @ \$75/hour	112.50
	Support Vehicle Mileage	42.0 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>01/16/2020</b>	<b>Travel to Site, Tank Removal -</b>		
	Senior Technician (S. Posadzy)	9.0 hours @ \$75/hour	675.00
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>01/17/2020</b>	<b>Travel to Site, Tank Removal -</b>		
	Engineer III (D. Rose)	2.0 hours @ \$95/hour	190.00
	Senior Technician (S. Posadzy)	6.5 hours @ \$75/hour	487.50
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>01/22/2020</b>	<b>Complete OSFM &amp; IEPA Forms -</b>		
	Engineer III (D. Rose)	2.0 hours @ \$95/hour	190.00
<b>01/24/2020</b>	<b>Travel to site, Meet with Saleh Saleh for document signatures &amp; discuss project</b>		
	Engineer III (D. Rose)	1.5 hours @ \$95/hour	142.50
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>01/30/2020</b>	<b>Travel to site, Observe tank excavation &amp; product piping excavation, discuss with contractor</b>		
	Engineer III (D. Rose)	2.5 hours @ \$95/hour	237.50
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>02/03/2020</b>	<b>Travel to Site, Observe tank excavation &amp; product piping excavation, acquire measurements</b>		
	Senior Technician (S. Posadzy)	4.0 hours @ \$75/hour	300.00
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68

Continued

Page 1 of 2

**UNOFFICIAL COPY**

Invoice Number: 20-1737-01a  
 Invoice Date: February 17, 2020  
 Subject: Oversee Tank Removal and OSFM Mandated Validation Soil Sampling  
 LUST Incident #20200044  
 Reference: I 57 Gas, LLC Gas Station Property  
 3546 West 159<sup>TH</sup> Street  
 Markham, Illinois 60428

**Detail Continued:**

<b>02/06/2020</b>	<b>Tank Excavation Soil Validation Sampling</b>		
	Engineer III (D. Rose)	7.5 hours @ \$95/hour	712.50
	Senior Technician (S. Posadzy)	7.5 hours @ \$75/hour	562.50
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
	Soil Validation Sample Analysis	26 BTEX-MTBE-PNA analysis @ \$240.00 each	6,240.00
<b>02/07/2020</b>	<b>Tank Excavation Soil Validation Sampling</b>		
	Engineer III (D. Rose)	1.5 hours @ \$95/hour	142.50
	Support Vehicle Mileage	38 miles @ \$0.54/mile (off. to lab to off.)	20.52
<b>02/11/2020</b>	<b>Pump Island/Product Piping Excavation Soil Validation Sampling</b>		
	Engineer III (D. Rose)	5.5 hours @ \$95/hour	522.50
	Senior Technician (S. Posadzy)	4.0 hours @ \$75/hour	300.00
	Support Vehicle Mileage	90 miles @ \$0.54/mile (off. to lab to site to off.)	48.60
	Soil Validation Sample Analysis	10 BTEX-MTBE-PNA analysis @ \$240.00 each	2,400.00
<b>02/14/2020</b>	<b>Review &amp; Summarize Tank Excavation Soil Validation Samples</b>		
	Engineer III (D. Rose)	2.5 hours @ \$95/hour	237.50
<b>02/18/2020</b>	<b>Review &amp; Summarize Pump Island/Product Piping Excavation Soil Validation Samples</b>		
	Engineer III (D. Rose)	1.0 hours @ \$95/hour	95.00
	<b>Total Amount Due</b>		<b>\$ 13,775.38</b>

**Balance Due Upon Receipt**

Balances Over 30 Days Subject to 1.5% Fee Per Month

**UNOFFICIAL COPY****Adept Environmental Solutions, Inc.****INVOICE**

Invoice Number: 20-1737-01b  
 Invoice Date: March 16, 2020

Saleh Saleh

**I 57 Gas, LLC - dba Markham Gas & Food**  
 3546 West 159<sup>TH</sup> Street  
 Markham, Illinois 60428

Subject: **Environmental Services - Reports and Documents**  
**LUST Incident #20200044**

Reference: I 57 Gas, LLC Gas Station Property  
 3546 West 159<sup>TH</sup> Street  
 Markham, Illinois 60428

Per the Management and Engineering Services Agreement executed January 24, 2020, Adept Environmental Solutions, Inc. (AES) prepared and submitted the mandated site assessment to the Office of the State Fire Marshal (OSFM), prepared and submitted the Eligibility and Deductible Application to the OSFM, prepared and submitted landfill application to Waste Management for contaminated soil disposal, printed and delivered waste disposal manifests to site, prepared and submitted the Illinois Environmental Protection Agency (IEPA) 45-Day Report

**Detail:**

<b>01/23/2020</b>	<b>Order EDR Radius Map Report with GeoCheck -</b>		
	Project Manager (D. Rose)	1.0 hours @ \$95.00/hour	95.00
	EDR Radius Map with GeoCheck	1 report @ \$205.00	205.00
<b>02/19/2020</b>	<b>Prepare OSFM Site Assessment -</b>		
	Project Manager (D. Rose)	4.5 hours @ \$95.00/hour	427.50
	Professional Engineer (D. Yacko)	1.5 hours @ \$120.00/hour	180.00
<b>02/20/2020</b>	<b>Prepare Reimbursement Eligibility and Deductible Application -</b>		
	Project Manager (D. Rose)	2.0 hours @ \$95.00/hour	190.00
	<b>Prepare Waste Management Landfill Application -</b>		
	Project Manager (D. Rose)	2.0 hours @ \$131.51/hour	190.00
<b>02/21/2020</b>	<b>Print waste manifests and deliver to site -</b>		
	Project Manager (D. Rose)	2.0 hours @ \$131.51/hour	190.00
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>03/03/2020</b>	<b>OSFM UST Removal Notification Forms -</b>		
	Senior Technician (S. Posadzy)	4.0 hours @ \$75.00/hour	300.00
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>03/04/2020</b>	<b>45-Day Report -</b>		
	Senior Technician (S. Posadzy)	1.0 hours @ \$75.00/hour	75.00
	Support Vehicle Mileage	42 miles @ \$0.54/mile (off. to site to off.)	22.68
<b>03/09/2020</b>	<b>45-Day Report -</b>		
	Project Manager (D. Rose)	4.5 hours @ \$95.00/hour	427.50
<b>03/10/2020</b>	<b>45-Day Report</b>		
	Project Manager (D. Rose)	1.5 hours @ \$95.00/hour	142.50
	Senior Draftsperson w/CAD (S. Posadzy)	5.5 hours @ \$75.00/hour	412.50
<b>03/11/2020</b>	<b>45-Day Report</b>		
	Project Manager (D. Rose)	6.0 hours @ \$95.00/hour	570.00
	Senior Draftsperson w/CAD (S. Posadzy)	4.5 hours @ \$75.00/hour	337.50

Continued

Page 1 of 2

# UNOFFICIAL COPY

Invoice Number: 20-1737-01b  
 Invoice Date: March 16, 2020  
 Subject: Environmental Services - Reports and Documents  
 LUST Incident #20200044  
 Reference: I 57 Gas, LLC Gas Station Property  
 3546 West 159<sup>TH</sup> Street  
 Markham, Illinois 60428

**Detail Continued:**

<b>03/12/2020</b>	<b>45-Day Report</b>		
	Senior Draftsperson w/CAD (S. Posadzy)	8.0 hours @ \$75.00/hour	600.00
<b>03/13/2020</b>	<b>45-Day Report</b>		
	Project Manager (D. Rose)	4.0 hours @ \$95.00/hour	380.00
	Senior Draftsperson w/CAD (S. Posadzy)	3.5 hours @ \$75.00/hour	262.50
<b>03/14/2020</b>	<b>45-Day Report</b>		
	Project Manager (D. Rose)	4.0 hours @ \$95.00/hour	380.00
	Professional Engineer (D. Yacko)	5.5 hours @ \$120.00/hour	660.00
	<b>Report Binding</b>	4 bindings @ \$8.00 each	32.00
	<b>Report Copies</b>	1,728 pages @ \$0.03 each	51.84
	<b>Report Postage/Packaging</b>	flat fee.	23.50

**Total Amount Due This Invoice . . . . . \$ 6,200.38**

**Balance Due Upon Receipt**

**Balances Over 30 Days Subject to 1.5% Fee Per Month**