

October 8, 2021

Josh Brniak Village of Stickney 6533 Pershing Rd. Stickney, Illinois 60402 P: (708) 749-4400 building@villageofstickney.com

## RE: Demolition Proposal – 6915 Pershing Rd, Stickney IL – revised 10/8/21

Mr. Brniak,

Omega will provide all supervision, labor, and equipment necessary to perform the above referenced work in accordance with the following specifications, exceptions, and clarifications.

# **Work by Omega:**

- 1. Omega will obtain NESHAP demolition permits for State of Illinois and Cook County.
- 2. Omega will obtain Stickney demo permit and fees will be waived.
- 3. Omega will perform an asbestos inspection of property.
- 4. Omega will demolish one story building down to top of slab with excavators.
- 5. Omega will remove concrete slab on grade and foundations system in their entirety.
- 6. Omega will provide 6ft tall temporary construction fencing around the perimeter of the building. Alternate #1
- 7. Omega will remove, haul, and legally dispose of all combustible material and metallic debris to an off-site location.
- 8. Omega will use hard fill and spoils to backfill basement to surrounding grade.
- 9. The site will be rough graded upon completion.
- 10. Omega shall take title to all salvage derived from the removal work.
- 11. Omega will not accept any penalty fines for non-compliance of local city residency hiring minority labor work force compliance. Although Omega will make every effort to comply.

#### **Work To Be Done By Others:**

- 1. Provide, design, erect, maintain, and upon completion, removal of any sheeting, shoring, or other design support structures or devices used to maintain or support the stability of structures designed to remain.
- 2. Removal of asbestos containing or other hazardous, contaminated, special or regulated waste.
- 3. Utility disconnects or relocation services of any type, unless specified in work by Omega.



## Work To Be Done By Others (cont'd):

- 4. Site Demolition, unless listed in work by Omega.
- 5. Provide water via hydrant
- 6. Salvage/transportation of owner claimed items unless specified in the Scope of Work.
- 7. Vibratory monitoring of surrounding buildings.
- 8. Lead abatement.
- 9. Storm water prevention measures.
- 10. Permit fees for Stickney.
- 11. Site restoration or sidewalk replacement due to footing removals.
- 12. Tree removals.
- 13. Sidewalk or alley closure permits or fees.

#### **General Conditions:**

- 1. Omega shall be authorized to utilize cutting torches, saws, pneumatic and/or hydraulic tools and equipment to perform the proposed removal work.
- 2. Foundations located adjacent to public sidewalks, utilities or any other structure or items designated to remain, shall remain in place to not undermine, damage, or disturb such items.
- 3. Omega shall be authorized to utilize heavy equipment to perform the removal work.
- 4. This proposal does not include removal, handling, transportation, or disposal of any hazardous, toxic, controlled, or regulated substances whatsoever.
- 5. Omega has not figured any storm water pollution prevention into this scope of work. Omega will not accept any penalties or fines about the site from any Governmental agencies for failure to comply.
- 6. All utility company transformers to be scheduled and removed by others prior to the start of demolition.
- 7. Omega shall have exclusive control of the work areas. Omega shall not be responsible for the safety of any person who enters the work area without specific authorization from Omega.
- 8. This proposal is based on the proposed removal work being performed in one phase, and one mobilization by June 1, 2022.
- 9. This proposal does not include any pumping or dewatering.
- 10. Due to the weight of equipment and trucks, Omega shall not be held responsible for any damage that may occur to sidewalks, curbs, driveways, asphalt, or concrete pavement designed to remain. However, Omega will take caution to keep any such damages to a minimum.
- 11. Omega will no longer maintain O.S.H.A. fall protection requirements once Omega has left the job site or has turned over a completed area to the contractor.
- 12. Omega does not carry Railroad insurance or Waterway insurance.
- 13. Omega assumes that all building construction is of the normal type. Any oversized construction that is unforeseen will be charged as an extra.
- 14. Project delays caused by hidden conditions, unspecified hazardous materials, or other trade scheduling conflicts will result in additional costs.



## **General Conditions (cont'd):**

- 15. All material generated, including but not limited to concrete, earth, brick, structural steel, and salvageable materials are to become the property of Omega, unless such materials remain onsite for future handling by others, or material is to be crushed on site will be considered non-contaminated and all surfaces will be "free" of contaminates. All material will be considered suitable for recycling or disposal without additional handling or cleaning by Omega.
- 16. Work to be done in addition to the original scope of work contract will not be performed without written authorization from the owner or an authorized representative.
- 17. The owner or contractor will provide Omega with a letter from a third-party consultant that states the structure is asbestos free unless Omega has already included it in the original scope of work. If the letter is not provided, a licensed third-party consultant will be hired to determine if the structure(s) contain asbestos and will be to the account of the owner or contractor.
- 18. The owner or contractor will provide Omega with a letter for Clean Construction and Demolition Debris (CCDD) that states the following: a) certification from the owner or operator of the site of origin that the site has never been used for commercial or industrial purposes and is presumed to be uncontaminated soil; OR b) certification from a licensed professional engineer that the soil is uncontaminated.
- 19. Price quoted remains in effect for a period of thirty (30) days from this date, after which, Omega will be allowed to review its proposal for any possible cost adjustments.
- 20. This Omega proposal shall be incorporated as an exhibit to any contract documents.
- 21. Omega will require a site visit prior to entering into an agreement.

(End of General Conditions)



#### **Payment:**

On	nega will perfor	m the proposed worl	k for and in	consideration of	of receiving fro	om Village of S	tickney,
title to all	salvage and pay	ment in the lump su	m amount c	of Twenty-Seve	en Thousand T	Three Hundre	d Dollars
(\$27,300.0	00) with no rete	ntion.					

Alternate #1 .......\$1980.00

The contractor/customer shall pay to Omega III LLC all monies coming due this scope of work within 30 days of the date of invoice mailed or delivered to the contractor/owner by Omega III LLC at the address of the contractor/customer set forth in the parties' contract or at the registered office of the contractor/customer. The failure of the contractor/customer to do so shall be a material breach of both this scope of work, and the underlying agreement within the contract.

The contractor/customer shall pay to Omega III LLC costs and collections without limitations, attorney's fees and cost of suit incurred as the result of the customer's failure to pay Omega III LLC in accordance with this agreement.

The customer represents and warrants that it is duly authorized to enter into this scope of work, and has all legal rights to allow Omega III LLC to perform all acts upon the property which are included under this scope of work, as well as to undertake the obligations specified herein. The customer shall indemnify and hold harmless Omega III LLC for any expenses, damages, costs, losses, fines or penalties, including though not limited to attorney's fees and cost of suit arising out of, related to, concerning or resulting from the breech of such representation and warranty.

- Please sign and return this proposal as INTENT TO PROCEED with the scope of work and acceptance of the terms and conditions incorporated herein.
- Any modifications to this proposal must be initialed and dated by both, the OWNER/CONTRACTOR and Omega III, LLC.

VILLAGE OF STICKNEY		OMEGA III LLC
PRINT NAME	_	MIKE MCMAHON (847) 878-2001 CELL
AUTHORIZED SIGNATURE	_	AUTHORIZED SIGNATURE
DATE	<u> </u>	OCTOBER 8, 2021