



ORDINANCE NO. 1969-19

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE PROPOSAL TO PERFORM INDOOR AIR QUALITY INSPECTION SERVICES AT THE VILLAGE HALL – CARNOW CONIBEAR

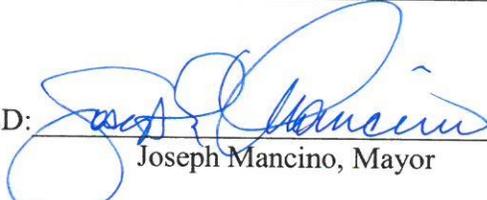
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer be, and the same is hereby authorized to execute a certain Agreement with Carnow Conibear, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Kaiser, Kasik, Kress, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: Sept. 23, 2019

APPROVED: Sept 23, 2019

Carnow, Conibear & Assoc., Ltd.
Environmental Consulting Services
600 West Van Buren St., Suite 500, Chicago, IL 60607
T 312 782 4495 F 312 782 5145
www.ccaefid.com

**CARNOW
CONIBEAR**

July 31, 2019

Ms. Kristin Kazenas
Human Resources Director
Village of Hawthorn Woods
2 Lagoon Dr
Hawthorn Woods, IL 60047

via email: kkazenas@vhw.org

**Re: Proposal for an Indoor Air Quality Assessment
Village of Hawthorn Woods City Hall, 2 Lagoon Dr, Hawthorn Woods, IL 60047**

Dear Ms. Kazenas:

Carnow, Conibear & Assoc., Ltd. (Carnow Conibear) is pleased to present the following proposal to conduct an indoor air quality investigation at the above referenced facility located in Hawthorn Woods, Illinois. The proposal is based on your conversation with Dylan Gerhart from our firm.

Background

The Village of Hawthorn Woods is interested in an indoor air quality investigation for the Village of Hawthorn Woods City Hall located at 2 Lagoon Dr, Hawthorn Woods.

Scope of Services

An Industrial Hygienist (IH) working under the direction of a Certified Industrial Hygienist (CIH) will perform a site visit at the areas in question. During this investigation, Carnow Conibear will perform a non-invasive and non-destructive visual inspection in the two specified units at the Bridgeport Homes. Observations will be made to determine housekeeping conditions, any unusual odors or signs of apparent visible mold growth on building materials, evidence of moisture, staining, rust, or other signs of water infiltration or condensation that might indicate the potential for mold growth, or moldy, musty odors suggestive of mold growth.

Carnow Conibear will evaluate carbon monoxide, carbon dioxide, temperature, relative humidity, particulate matter (PM-10), and volatile organic compounds (VOC's) utilizing direct reading instruments in the residence. Additionally, a direct reading instrument will be utilized to evaluate VOC's. The direct reading instrument will continually record measurements in ten (10) minute intervals throughout the sample event.

**CARNOW
CONIBEAR**

Indoor allergen, spore trap mold air sampling, lead-based paint sampling, and asbestos bulk sampling will be conducted as necessary.

The results of the investigation will be provided in a comprehensive written report. The report will contain an Executive Summary, an Introduction, a description of the Methodology, Results, Conclusions, and Recommendations, if any. Relevant digital photographs, if any, will be included in an appendix.

Professional Fees and Expenses

The cost for the work, as described above, is **\$3,792.00** and is detailed below.

<u>Price Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Fee</u>	<u>Total:</u>
Project Management/Field Investigation	1	Each	\$1,852.00	\$1,852.00
Indoor Allergen	5	Each	\$92.00	\$ 460.00
Mold Air Sampling	10	Each	\$38.00	\$ 380.00
Asbestos Bulk Sampling	30	Each	\$10.00	\$ 300.00
Summary Report	1	Each	\$800.00	\$ 800.00
			Total:	\$3,792.00

Thank you for the opportunity to present this proposal. We look forward to the opportunity to be of assistance. Should you have any questions, please do not hesitate to contact Dylan Gerhart at (312) 439-1268.

Sincerely,

CARNOW, CONIBEAR & ASSOC., LTD.

Dylan Gerhart
Senior Project Manager

P2020087

CARNOW, CONIBEAR & ASSOC., LTD. TERMS AND CONDITIONS

1. Payment is due upon receipt of invoice. For all amounts unpaid after thirty days from the invoice date as set forth on Carnow Conibear's invoice form, Client agrees to pay Carnow Conibear a finance charge of 1.5% per month, 18% annually, provided, however, that if this percentage exceeds that permitted by law, the charge will be the maximum permitted by law. Carnow Conibear may, after giving seven days written notice to client, terminate or suspend services under the agreement if payments owing under the agreement are due and outstanding.
2. If client requests changes in the scope of the project, these changes must be set forth in writing and subject to Carnow Conibear's written approval. With respect to all such changes, client and Carnow Conibear will negotiate a mutually agreeable adjustment in Carnow Conibear's compensation prior to changes in the scope of the project becoming effective.
3. Carnow Conibear will perform the services under the agreement at a level consistent with that level of care and skill ordinarily exercised by members of Carnow Conibear's profession practicing under similar conditions at the same time in the same or similar locality.
4. Client recognizes that actual conditions, including the presence of hazardous substances, agents or conditions may vary from those encountered in Carnow Conibear's samples, tests, surveys and analysis, that the information and recommendations developed by Carnow Conibear are based solely on the tests and analysis performed, the parties acknowledge that all testing and amendment methods have reliability limitations and that no method or number of sampling locations can guarantee a hazard will be discovered or an applied amendment process will eliminate all hazards.
5. Except as otherwise expressly stated herein, Carnow Conibear does not make any other representations or warranties, express or implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy. No oral or written information or advice given by Carnow Conibear or its representatives shall create a warranty.
6. Carnow Conibear shall maintain General liability, Pollution, Excess, Professional Liability, D&O, EPL Fiduciary, Property, Auto and Workers Compensation insurance in coverages and amounts reasonable and customary for similarly situated companies within Carnow Conibear's industry. Carnow Conibear agrees to confirm that such coverage remains in place and is in effect before starting any work performed under the terms of the agreement.
7. The parties agree that the aggregate liability of either party hereunder shall not exceed the total amounts paid to Carnow Conibear under this contract. In no event shall either party be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if such party has been advised of the possibility of such damages.
8. Any data, reports, analysis or other documents delivered to client pursuant to the agreement are not intended or represented by Carnow Conibear to be suitable for any use other than information for client, and therefore, is not intended to be used by or relied upon by any third party without the written permission of Carnow Conibear.
9. Each party agrees to defend, indemnify and hold harmless the other party and its owners, directors, officers, agents and employees from and against all claims, expenses, losses and damages, including but not limited to attorneys' fees and litigation support costs, arising out of the agreement. This indemnification duty will not apply for that portion of such claims, damages or costs that are due to the indemnified party's willful misconduct or gross negligence.
10. Carnow Conibear may propose an increase in pricing terms at any time after the date which is 90 days from the date of the agreement by an amount equal to any increase of Carnow Conibear's reasonable and documented costs and expenses associated with the agreement. If client rejects the proposed price increase, Carnow Conibear may terminate the agreement.
11. The agreement and these terms and conditions represents the entire understanding and agreement between client and Carnow Conibear, and supersedes all prior negotiations, representations or agreements, either written or oral. The agreement and these terms and conditions may be amended only by written instrument signed by both client and Carnow Conibear.
12. The agreement and these terms and conditions shall be governed by and construed in accordance with the law of the State of Illinois, without reference to principles of conflicts of laws. The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, the agreement or the transactions contemplated thereby, whether in contract, tort or otherwise, shall be brought in the State and Federal courts located in Chicago, Illinois. Each of the parties hereby irrevocably consents to the jurisdiction of such courts and irrevocably waives, to the fullest extent permitted by law, any objection to the laying of the venue of any such suit, action or proceeding in any such court.
13. Only electronic copies of documents generated during a project by Carnow Conibear will be retained unless Client requests other arrangements. Electronic copies of documents may be discarded after seven years.

End of Terms and Conditions

**CARNOW
CONIBEAR**



Letter of Acceptance

The Village of Hawthorn Woods accepts Carnow, Conibear & Assoc., Ltd.'s attached proposal dated July 31, 2019 for Indoor Air Quality Inspection Services at the Village of Hawthorn Woods City Hall. This Letter of Acceptance, when signed by both of the below named parties, together with the attached proposal and Terms and Conditions, constitutes a binding contract between such parties. This Letter of Acceptance, together with the attached proposal and Terms and Conditions constitutes the entire agreement between the parties.

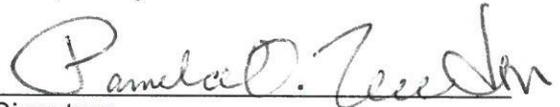
Proposed by:



Signature

David Bremer, CHMM, REM
Vice President, Environmental Engineering
Carnow, Conibear & Assoc., Ltd.
600 West Van Buren Street
Suite 500
Chicago, Illinois 60607

Accepted by:



Signature

Pamela O. Newton

Name

Chief Operating Officer

Title

Village of Hawthorn Woods

Company or Agency

2 Lagoon Drive

Address

Hawthorn Woods, IL 60047

City, State, Zip Code

9-23-19

Date

P2020087



Carnow, Conibear & Assoc., Ltd.
Environmental Consulting Services
600 West Van Buren St., Suite 500, Chicago, IL 60607
T: 312.782.4498 f: 312.782.5145
www.cca ltd.com

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Dylan Gerhart
Senior Project Manager

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5. Except as otherwise expressly stated herein, Carnow Conibear does not make any other representations or warranties, express or implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy. No oral or written information or advice given by Carnow Conibear or its representatives shall create a warranty.
6. Carnow Conibear shall maintain General liability, Pollution, Excess, Professional Liability, D&O, EPL Fiduciary, Property, Auto and Workers Compensation insurance in coverages and amounts reasonable and customary for similarly situated companies within Carnow Conibear's industry. Carnow Conibear agrees to confirm that such coverage remains in place and is in effect before starting any work performed under the terms of the agreement.
7. The parties agree that the aggregate liability of either party hereunder shall not exceed the total amounts paid to Carnow Conibear under this contract. In no event shall either party be liable for personal injury or any incidental, special, indirect, or consequential damages whatsoever, however caused, regardless of the theory of liability (contract, tort, or otherwise) and even if such party has been advised of the possibility of such damages.
8. Any data, reports, analysis or other documents delivered to client pursuant to the agreement are not intended or represented by Carnow Conibear to be suitable for any use other than information for client, and therefore, is not intended to be used by or relied upon by any third party without the written permission of Carnow Conibear.
9. Each party agrees to defend, indemnify and hold harmless the other party and its owners, directors, officers, agents and employees from and against all claims, expenses, losses and damages, including but not limited to attorneys' fees and litigation support costs, arising out of the agreement. This indemnification duty will not apply for that portion of such claims, damages or costs that are due to the indemnified party's willful misconduct or gross negligence.
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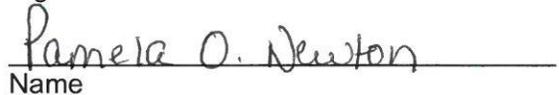
Signature

David Bremer, CHMM, REM
Vice President, Environmental Engineering
Carnow, Conibear & Assoc., Ltd.
600 West Van Buren Street
Suite 500
Chicago, Illinois 60607

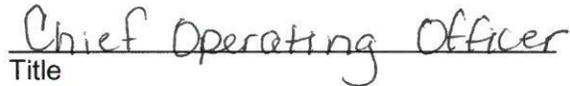
Accepted by:



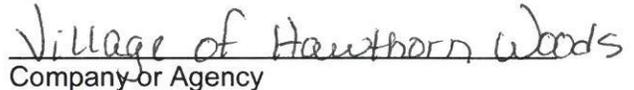
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Name



Title



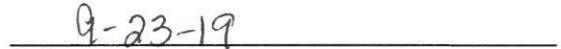
Company or Agency



Address



City, State, Zip Code



Date

P2020087

