



February 13, 2015

Mr. Mark Fredisdorf, Superintendent
Pleasantdale School District 107
7450 South Wolf Road
Burr Ridge, IL 60527

mfredisdorf@d107.org

**Re: Asbestos Consulting Services at Pleasantdale Elementary School
8100 School Avenue, Willow Springs, IL 60480**

Dear Mr. Fredisdorf:

We appreciate the opportunity you have extended Carnow, Conibear & Assoc., Ltd. (Carnow Conibear) to present this proposal for our Professional Asbestos Consulting Services. Under this proposal, Carnow Conibear will conduct an asbestos abatement design, representative oversight and monitoring, and will maintain all project record keeping during asbestos abatement of flooring material from four classroom areas necessary to support the planned renovations at Pleasantdale Elementary School.

Scope of Work

Asbestos Project Design (Design Phase)

Carnow Conibear's Licensed Asbestos Project Designer will prepare technical specifications and written descriptions of materials and procedures to be followed during asbestos abatement. The design will be provided to both Pleasantdale School District 107 (the District) and the selected abatement contractors. Specific elements will include engineering controls for the isolation of contaminants, worker and public protection, applicable regulations and standards, permitting and notification, testing, and disposal requirements. Carnow Conibear will coordinate and attend pre-bid meetings and aid the district in evaluating bids and scheduling the abatement.

Asbestos Abatement Project Oversight and Air Monitoring (Construction Phase)

The purpose of project management is to oversee asbestos abatement activities. Carnow Conibear's project management and air sampling services will generally consist of maintaining communication Pleasantdale School District 107 and the contractor, assessing abatement progress, monitoring abatement work to help maintain conformance with technical project specifications, and federal and state regulations as well as the project schedule, and performing asbestos air monitoring. These project activities are discussed below in greater detail.

1. Carnow Conibear will visually inspect the work areas for compliance with the technical specifications and applicable regulations. Carnow Conibear will review the abatement contractor's submittals.
2. During actual removal, abatement activity will be monitored by collecting air samples inside and outside the work areas. These air samples will be collected according to the Environmental Protection Agency (EPA) guidelines and the Occupational Safety & Health Administration (OSHA) Standard. Personal exposure monitoring samples will not be collected for the abatement contractor's work force.

3. Carnow Conibear will provide full-time, on-site monitoring. Carnow Conibear will inspect the work areas and abatement procedures daily for conformance with the technical project specifications as well as state and federal regulations. The containments will be visually inspected as well as engineering control methods including negative pressure ventilation systems, decontamination, and respiratory protection. Carnow Conibear will also conduct regular visual inspections of the Abatement Contractor's work methods including amended water application, containment cleanliness, bag-out, and final cleaning. Carnow Conibear will record field activities and observations including air sampling locations.
4. Carnow Conibear will conduct a final visual inspection of the work areas to determine if visible debris and asbestos-containing material have been sufficiently removed or repaired. Final clearance samples will be collected when Carnow Conibear determines that no visible debris remains. The final visual inspection will include a visual assessment for mold and moisture.
5. Carnow Conibear will collect final clearance samples to determine the airborne concentration of fibers upon completion of the asbestos abatement project.
6. Carnow Conibear will analyze air samples by Phase Contrast Microscopy (PCM), using the National Institute for Occupational Safety and Health (NIOSH) Method 7400 counting rules. Final air clearance samples will be submitted to an AIHA accredited laboratory and analyzed by Transmission Electron Microscopy (TEM) as required by regulation.
7. Carnow Conibear will prepare a final abatement summary report. The report will include pre-abatement air sampling results, daily air sampling results, final clearance air sampling results, a description of abatement activity, and the contractor's submittals. The final written report will be provided within 30 days after completion of final abatement activity and receipt of all waste manifests. The report will be submitted to the IDPH as required by regulation.

Professional Fees and Expenses

The cost for completing this work, as described, is estimated at **\$9,600.00** and is detailed below.

<u>Price Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Fee</u>	<u>Total</u>
Asbestos Project Design and Bidding	1	Each	\$2,000.00	\$ 2,000.00
<i>Design Phase Sub-Total:</i>				\$ 2,000.00
Project Management/Air Sampling*	10	8-hr Shift	\$ 560.00	\$5,600.00
PCM Air Sample Analysis*	80	Sample	\$ 10.00	\$ 800.00
TEM Final Air Sample Analysis*	5	Sample	\$ 80.00	\$ 400.00
Abatement Summary Report	1	Each	\$ 800.00	\$ 800.00
<i>Construction Phase Sub-Total:</i>				\$7,600.00

* Estimate – Actual quantity will be invoiced.

Terms and Conditions

1. The project will be conducted after the attached Letter of Acceptance has been signed by Pleasantdale School District 107, hereinafter referred to as Client, and returned to Carnow Conibear.



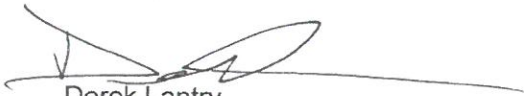
2. The service fee in this proposal shall not be considered as a firm figure. Thus Carnow Conibear will bill for actual time and materials as they relate to the project.
3. If Client requests changes in the scope of the project, these changes must be set forth in writing and subject to Carnow Conibear's 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.
4. Carnow Conibear will perform the services under this 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.
5. Client agrees that the liability of Carnow Conibear shall not exceed the value of the contract.
6. The prices for these services are honored for 90 days from the date of this proposal and are subject to change after that time.
7. This Agreement represents the entire understanding and Agreement between Client and Carnow Conibear, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Carnow Conibear.
8. 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.

Thank you for the opportunity to present this proposal. We believe our Asbestos Consulting Services will assist you in managing and minimizing your risks. Should you have any questions, please contact Derek Lantry at (312) 762-2956.

Sincerely,

CARNOW, CONIBEAR & ASSOC., LTD.

Prepared by:



Derek Lantry
Team Manager

P2015055(rev1)

Reviewed by:



Daniel Juneau
Director of Operations

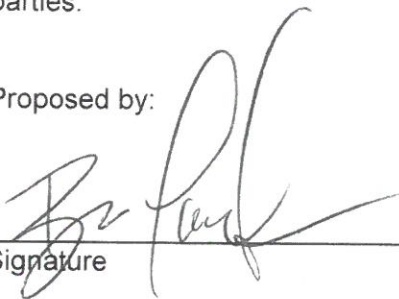
**CARNOW
CONIBEAR**



Letter of Acceptance

Pleasantdale School District 107 accepts Carnow, Conibear & Assoc., Ltd.'s attached proposal dated February 13, 2015 for Asbestos Consulting Services. This Letter of Acceptance, when signed by both of the below named parties, constitutes a binding contract between such parties. The terms and conditions of this contract are set out in the attached proposal and constitute the entire agreement between the parties.

Proposed by:



Signature

Brian LoVetere
Chief Operating Officer
Carnow, Conibear & Assoc., Ltd.
600 W. Van Buren St., Suite 500
Chicago, IL 60607

Accepted by:

Signature

Name

Title

Company or Agency

Address

City, State, Zip Code

Date

**AMENDMENT TO LETTER AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE BOARD OF EDUCATION OF PLEASANTDALE SCHOOL DISTRICT
NO. 107, DUPAGE COUNTY, ILLINOIS AND
CARNOW CONIBEAR & ASSOC. LTD.**

THIS AMENDMENT is entered into this ___ day of _____, 2015, by and between the Board of Education of Pleasantdale School District No. 107 (“Client”) and Carnow Conibear & Assoc., LTD. (“Carnow Conibear”) and amends the terms and conditions of the letter agreement dated February 13, 2015 entered into between the parties (“Letter Agreement”).

1. **Limitation of Liability.** Paragraph 5 of the Letter Agreement is deleted in its entirety.
2. **Compliance with Laws.** In performing its services, Carnow Conibear shall comply with all applicable laws, ordinances, rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, and the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act.
3. **Termination.** This agreement may be terminated by the Client with or without cause upon not less than seven (7) days’ written notice. Client shall be responsible for services performed under the Letter Agreement through the date of termination by the Client.
4. **Payment.** Payments by the Client shall be made in accordance with the *Illinois Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*
5. **Indemnification.** Carnow Conibear shall indemnify and hold harmless the Client, its individual Board members and employees (collectively, “Indemnitees”), from and against all claims for death or injury to persons or damage or loss to property, and for any other claims, losses or damages, including claims of Client and third parties for any damages, losses, and expenses, including reasonable attorneys’ fees, arising out of, related to or connected with the negligent performance of the services provided under this Agreement or any breach hereof. Carnow Conibear shall not be responsible to indemnify the Indemnitees for the Indemnitees negligent acts or omissions.
6. **Insurance.**

6.1 Carnow Conibear shall provide professional liability insurance coverage beginning with the commencement of its services until the date of completion thereof in the minimum amount of \$2,000,000 per claim and in the aggregate. For the same period of time, Carnow Conibear shall carry general liability insurance, as well as automobile liability insurance, excess liability insurance, Worker’s Compensation and employer’s liability insurance, in amounts and types of coverages a prudent consultant performing similar services would maintain. The Client shall be named as an additional insured on all insurance required hereunder with the exception of the professional liability insurance and the Worker’s Compensation insurance.

6.2 All insurance required of Carnow Conibear, with the exception of professional liability insurance and Workers’ Compensation insurance, shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising

arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

7. **Additional Services.** Any additional service for which the Client is to compensate Carnow Conibear must be authorized in writing by the Client before the service is commenced.

8. **No Waiver.** No failure of either Carnow Conibear or the Client to exercise any power given in this Agreement or to insist upon strict compliance by the other party with any obligation hereunder and no custom or practice of the Client or Carnow Conibear at variance with the terms hereof shall constitute a waiver of the right of either party to demand exact compliance with the terms of this Agreement.

9. **Complete Understanding.** The Letter Agreement and this Amendment shall constitute the complete understanding of the parties.

10. **Conflicts of Terms.** The undersigned agree that this Amendment shall be attached to and is incorporated into the Letter Agreement. The undersigned further agree that the provisions of this Amendment shall control over any other provision contained in the Letter Agreement.

WHEREAS, this Amendment and its terms and conditions are agreed upon by the parties on the date set forth above.

CLIENT:

**BOARD OF EDUCATION OF
PLEASANTDALE SCHOOL
DISTRICT NO. 107,
DUPAGE COUNTY, ILLINOIS**

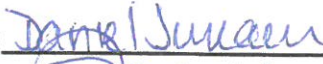
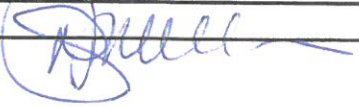
By: _____
Its: _____

ATTEST:

By: _____
Its: **Secretary**

CARNOW CONIBEAR:

**CARNOW CONIBEAR &
ASSOC., LTD.**

By:  _____
Its:  _____