



March 29, 2023

E-mail: rbrainerd@westmont.il.gov

Renee' Brainerd, PHR, SHRM-CP
Human Resources Director
Village of Westmont
31 W Quincy Street
Westmont, IL 60559

RE: Agreement for Lockout /Tagout Compliance Assessment

Dear Ms. Brainerd,

Thank you for the opportunity for Hygieneering, Inc. (Hygieneering) to provide professional environmental, health, and safety consulting services to the Village of Westmont. This Agreement is in response to our recent conversation regarding your need for assistance in assessing the Village of Westmont's written lockout/tagout management program. The Effective Date of this Agreement is the date on which client signs this Agreement on Page 3.

The results of this assessment will assist in determining compliance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.147 "The Control of Hazardous Energy (Lockout/Tagout)" regulation.

Scope of Work

Hygieneering proposes the following professional environmental, health, and safety consulting services:

Lockout/Tagout Compliance Assessment

1. Hygieneering will conduct an assessment of the current written lockout/tagout management program to ensure elements and procedures are being implemented and maintained according to the program.
2. Hygieneering anticipates being onsite for one (1) eight (8) hour shift to conduct the assessment.
3. This assessment will include, but not be limited, to the following:
 - a. A review of the current written lockout/tagout management program.
 - b. An evaluation of the energy control procedure inventory to determine if all applicable machines and equipment in the workplace have a written procedure.
 - c. A review of current written energy control procedures to determine completeness.
 - d. An inspection of lockout and tagout devices to determine adequacy.
 - e. Employee interviews (management, trade groups, etc.) as well as an assessment of current lockout/tagout work practices utilized in the workplace.
 - f. A review of training materials used to conduct training.
 - g. A review of training and communication documentation.

OSHA Lockout/Tagout Compliance Assessment Report

Hygieneering will provide a report that will include a summary of findings and recommendations within approximately three (3) weeks for the last day onsite.



Project Staffing & Project Management

Hygieneering anticipates this project will be performed by the following Hygieneering team member:

- Vito Notarnicola, CSP – Senior Safety Consultant

Hygieneering anticipates project management oversight to be provided by the following Hygieneering team member:

- Bob Anderson, CSP, CHMM – COO

Qualifications of Hygieneering team members have been included in **Attachment A** for reference purposes.

Project Assumptions/Conditions

1. The client will provide a person that is knowledgeable of the facility to escort Hygieneering through the buildings, to answer questions, and to assist with the scope of work, as necessary.
2. The client will provide information as requested in a timely manner.

Cost of Services

Hygieneering proposes to conduct the scope of work, as discussed above, for a fixed fee **\$5,295.00**, plus a 3% credit card processing fee, if applicable. This fee includes project preparation, up to one (1) eight (8) hour shift onsite to conduct the assessments, CSP project management, and final report preparation.

Delivery Schedule

- Assessment will be conducted on May 12, 2023.

This delivery schedule is contingent on client timely providing requested materials, timely agreeing upon a training date, and timely making its employees available for training. Additionally, this delivery schedule may be adjusted due to unforeseen circumstances by either party. The parties shall mutually approve the adjusted delivery dates, and such approval shall not be unreasonably withheld.



Authorization and Acceptance

Please review the following terms and conditions and do not hesitate to contact us with any questions. To formally retain the services as referenced in this proposal, please sign and provide the required Accounting information in the designated area below and email this document back to my attention at kkonkey@hygieneering.com. We will then proceed accordingly in scheduling this important project. We look forward to meeting and exceeding your professional expectations for this project's performance.

Respectfully,
Hygieneering, Inc.

Kevin M. Konkey, CSP, CIT, CHMM
President

ACCEPTANCE BY: Village of Westmont

Signature

Print Name & Title

Date

***Hygieneering is not authorized to schedule or initiate work without the following information:**

FOR ACCOUNTING USE			
Accounts Payable Contact Name:		Do you require a PO Number?	
Accounts Payable Phone Number:		PO Number:	
Accounts Payable Email Address:			

Hygieneering, Inc. is a Woman Owned Business Enterprise and maintains annual certification as such through the WBENC (Women's Business Enterprise National Council). We are also certified as a FBE (Female Business Enterprise) through the Illinois Department of Central Management Systems (CMS). Unless stated otherwise, all our work is 100% WBE. If you need or would like a copy of our current WBE/FBE certification, please let us know and we will be happy to forward a copy of our certification letter(s).



ATTACHMENT A

QUALIFICATIONS OF HYGIENEERING TEAM MEMBERS



Bob Anderson CSP, CHMM
Chief Operations Officer

Professional History

Hygieneering, Inc., 2014- Present

Chief Operations Officer

Manages staff of Environmental Health & Safety Professionals to ensure clients receive environmental assessment, remediation and compliance services that are technically sound and within budget. Mr. Anderson has expertise in the recognition, evaluation and control of environmental, occupational safety and health hazards in a variety of industries particularly in the manufacturing, power generation and facilities services business sectors. His strengths lie in managing people and projects for peak performance to preserve and increase value of client assets.

- Certified Safety Professional with experience in OSHA Compliance in general and construction industries, including building demolition.
- Conducts environmental, health, and safety assessments and audits to assist in preventing/reducing risk and liability associated property damage and life safety.
- Develops client specific environmental, health, and safety policies and procedures.
- Conducts media specific (air, water, soil) environmental assessments to preserve and increase asset value for clients.
- Expertise in developing SPCC and other facets of Emergency Response Plans per OSHA & EPA
- Successful in managing site remediation to obtain NFRs via SRP, LUST & TACO Programs
- Expertise in achieving Plant VPP OSHA star certification

General Electric Company Power and Water Business 2008-2014
Operations & EH&S Manager – Chicago, IL

General Electric Company Appliance Business, 1985-2008
Plant & EH&S Manager – Cicero, IL & Louisville, KY

Exelon Nuclear Group 1981-1985
Plant Engineer- Chicago, IL

Formal Education

MME Masters Degree in Mechanical Engineering, 1988
University of Illinois at Chicago, Chicago, IL

BME Bachelor's Degree in Mechanical & Safety Engineering, 1981
Illinois Institute of Technology Chicago, IL

Professional Certifications/ Association Memberships

Certified Safety Professional (CSP) in Comprehensive Practice
Certified Hazardous Materials Manager (CHMM)
Certified Firefighter, Engineer, Hazmat Team Leader and EMT
Certified Hazardous Waste Operations and Emergency Response (HAZWOPER)
Six Sigma Certified
American Society for Safety Professionals
National Safety Council
NFPA



Vito Notarnicola, CSP Senior Safety Consultant

Professional History

Hygieneering, Inc., August 2022

Senior Safety Consultant

Responsible for project management oversight, providing technical support to field consultants, and providing environmental, health, and safety consulting services to a wide variety of industries to include food processing, printing, automotive, petrochemical, construction, steel fabrication, and pharmaceuticals.

Creative Werks, Elk Grove Village, IL, August 2016 – August 2022

Safety & Security Manager

- Managed the safety and security department
- Complete overhaul of the forklift training program
- Implemented safety metrics, documents for tracking safety incidents, inspections, observations, near misses, training, etc.
- Implemented a lockout/tagout program.
- Electrical and Arc Flash assessments.
- Managed security program, security guards, security camera and ID badge system.
- Routine safety inspections, audits and various training.

Yusen Logistics – Elk Grove Village, IL, January 2015 – July 2016

Corporate Safety Specialist

- Main concerns were warehouse, forklift, dock safety, and DOT.
- Involved in creating training programs, writing policy and procedures, and conducting training
- Traveled to multiple locations a month to conduct training
- Formal safety inspections

Senior Flexonics, Bartlett, IL, August 2012 - December 2014

HSE Specialist/ Safety Specialist (Promoted after 8 months)

- Conduct training: lockout/tagout, electrical safety, forklift, machine guarding, PPE, GHS, Supervisor Safety, etc.
- Oversee and manage the prescription safety glasses program
- Managed environmental programs and ISO 14001 Certification which included handling manifests, updating documents, ensuring standards were met and due dates were followed
- Assist in preparing for any audit, regarding environmental or safety



Formal Education

Bachelor of Science (B.S.), Industrial Management and Technology, May 2012
Emphasis: Environmental Health and Safety
Northern Illinois University – Dekalb, Illinois

Additional Skills/Professional Certifications

- Foreign Language: Conversant and Fluent in Italian, Minimal Spanish
- 10-Hour OSHA Training Course in General Industry Safety and Health
- 30-Hour OSHA Training Course in General Industry Safety and Health
- 10-Hour OSHA Training Course in Construction Safety and Health
- Certification: Forklift, High Lift, Side Loader, Stacker, PalletRider
- Certification: Laser Safety Officer
- Certification: OSHA 511
- Certification: Radiation Safety
- Certification: ASP (Associate Safety Professional)
- Certification: CSP (Certified Safety Professional)



HYGIENEERING, INC.
PROPOSAL/CONTRACT TERMS AND CONDITIONS AGREEMENT

1. This Proposal/Contract Terms and Conditions Agreement is an integral part of the Proposal dated March 29, 2023 to Village of Westmont (hereinafter the "Client") and supersedes any and all conflicting Client Terms and Conditions, Contract or PO or any other client instrument used to retain Hygieneering, Inc. for its services.
2. These Terms and Conditions are integral to any and all Agreements utilized by the client to retain Hygieneering for any/all Professional Services. Any additions, deletions, or changes to Hygieneering's Proposal for work or these Terms and Conditions by the Client shall be subject to acceptance in writing prior to execution of work by Hygieneering. Advising Hygieneering to commence work or prepare for work prior to accepted changes in writing by Hygieneering will constitute acceptance by Client of Hygieneering's proposal and all of its Terms and Conditions.
3. Client acceptance of Hygieneering's proposal in writing, via email, purchase order, contract or other mechanism, followed by client canceling or delaying work after Hygieneering has incurred costs to commence accepted work obligates client to be charged and pay for such expenses incurred, regardless of whether or not the work is performed.
 - a. The scope of the project shall be only that as is described in this Agreement that Hygieneering and Client agree are necessary to carry out and complete the project. The project scope shall not be altered except by mutual agreement and proper written authorization to proceed via change order or contract modification.
 - b. If, during the course of the prescribed work, additional services are requested, such additional scope of work and compensation shall be agreed to in writing prior to undertaking additional work.
 - c. If, for any reason additional services, are requested by the Client, and Hygieneering delivers them in good faith without written authorization, Hygieneering shall be compensated in accordance with its then prevailing fee schedule or rate sheet as applicable.
 - d. For those projects involving conceptual project development work, activities are often not fully definable in the initial planning. As the project progresses, the facts uncovered may dictate a change in direction which may alter the scope. Hygieneering will inform the client of identified unusual situations so that negotiation of change in scope can be accomplished if required.
4. Estimates, opinions and statement of probable construction costs prepared by Hygieneering are its best judgment as a design professional and are supplied for the general guidance of the Client. Specialty contractor labor, materials, contractor bid and costing method and market conditions will dictate actual contractor pricing, which may vary from Hygieneering estimates.
5. Hygieneering shall not be responsible for a Contractor's construction means, methods, techniques, warranties, sequence or procedures, nor for safety precautions, programs and integrity of any such Contractors; or other third party's work, nor for the acts or omissions of any Contractor or third persons, their agents or employees.
6. Hygieneering makes no warranty, either expressed or implied, as to its findings, design, recommendations, plans, drawings, calculations, specifications, or professional advice other than that they have been prepared in accordance with current generally accepted professional practices. Notwithstanding the foregoing limitation, Hygieneering warrants that its update of Client's Lockout/Tagout Management Program, Training Program, and Training shall comply in all respects with OSHA 29 CFR 1910.147.
7. The Client shall make no demand for liquidated or actual damages for delays, nor demand for damages resulting from loss of use or lost business opportunities due to project delays, except that Client reserves the right to terminate this Agreement and receive a refund, or prorated refund (if applicable), of fees paid to Hygieneering if Hygieneering fails to substantially comply with the Delivery Schedule.
8. Drawings, calculations, and specifications developed by Hygieneering as instruments of service are and shall remain the exclusive property of Hygieneering until they are paid for in full. Upon payment in full by Client, title to Program Updates and Training Programs shall pass to Client.
9. Unless stated otherwise in the proposal, the Client shall pay Hygieneering as the work proceeds, with fees and other project costs invoiced as the work progresses.
 - a. Terms shall be net thirty (30) days.
 - b. Overdue accounts are subject to a service charge of 1.5 percent per month on the unpaid balance. This is an annual rate of 18 percent.
 - c. Invoices shall be considered correct as rendered if not questioned in writing within 10 days of invoice.
 - d. Failure to pay any invoice when due shall entitle Hygieneering to suspend or terminate all work on the project, at its option. In the event of such suspension or termination, Client waives all rights, claims, etc., which it might otherwise have against Hygieneering as a direct or indirect result of such suspension or termination, unless the failure to pay by Client is the result of Hygieneering's breach of this Agreement, and in such case, Client reserves all rights and claims that it may have against Hygieneering.
 - e. Should Hygieneering bring any action or proceeding at law or in equity to enforce payment of unpaid invoices, together with any and all service charges, and if Hygieneering recovers judgment in any sum, Hygieneering shall also recover as reasonable counsel fees, 40 percent of the amount decreed due for principal, service charges and interest, as well as litigation and collection expenses, witness fees and court costs. Should Client substantially prevail in any action or proceeding at law or in equity that it files due to Hygieneering's breach of this Agreement, in addition to any damages or other remedy awarded, Client shall also be entitled to recover its reasonable attorneys' fees, court costs, and costs of litigation. Any legal action between the parties shall be filed in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
10. Hygieneering shall not be liable for an error or omission in its project scope and design services beyond its insurance policy coverage.
11. This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms.
 - a. In the event this Agreement is terminated, Hygieneering shall be paid compensation due for services performed to the termination date, including reimbursable expenses and termination expenses, pursuant to this paragraph.
 - b. Neither party shall hold the other responsible for damages or delay caused by acts of God, strikes, lockouts, accidents, or other events beyond the party's control.
 - c. Neither Hygieneering nor Client will not be responsible for special, accidental or consequential damages. Nor shall they be responsible for damage caused by other parties.
 - d. Under no circumstances will Hygieneering be liable for damages of any kind that exceed its insurance policy terms and coverage.
12. In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
13. This Agreement shall be binding upon both parties and their respective successors, assigns, and personal representative. Neither party shall assign its or his interest in this Agreement without written consent of the other. This Agreement shall be governed by the laws of the State of Illinois.
14. The client named on this proposal/contract agrees that Hygieneering, Inc. incurs substantial recruiting, screening, training, administrative and marketing expenses in connection with the Hygieneering, Inc. staff members that it provides to deliver EHS services for the client. The client agrees that if the client hires, directly or indirectly, any Hygieneering, Inc. employee within 365 days of the contracted service, the client will pay \$50,000 to Hygieneering, Inc.
15. Fees
 - a. Insurance Fees: Special insurance requirements of the client and/ or project that cost over and beyond what our extensive coverage currently offers will be billed to the client for this project work.
 - b. Project Logistics Fees: N/A.
16. This Agreement constitutes the entire and integrated Agreement between the Client and Hygieneering, and supersedes all prior negotiations, representations or agreements, whether written or oral except as are specifically incorporated by reference. This Agreement may not be amended except by written instrument signed by Hygieneering.
17. COVID-19 and Environmental/Occupational Health Services: Hygieneering believes that the standard for cleaning and/or testing of the workplace should be in compliance with CDC, OSHA, AIHA, WHO and applicable State and Local standards. Given that new information about COVID-19 comes out weekly, Hygieneering cannot guarantee that individuals who later occupy the treated spaces will not contract COVID-19 or that guidance from these agencies will not have changed. Reliance on the previously mentioned standards meets the definition of "Professional Standard of Care", which Hygieneering is held to uphold. Our work will be based on standards in place at the time of our proposals. These are unprecedented times.

Hygieneering accepts no liability for any work outside its Professional Standard of Care. Environmental and occupational health services that Hygieneering provides to identify and control contaminants such as but not limited to viruses (COVID-19), Microbiological Organisms (mold and Legionella), Lead, Asbestos, Silica, and Hexavalent chromium are no exception.

18. On-site training by Hygieneering will be conducted in a professional and courteous manner, and its employees providing such training shall comply with Client's reasonable security and safety protocols of which Hygieneering is made aware. Hygieneering agrees to indemnify and hold Client, its officials, officers, employees, and agents harmless from any claims of personal injury or property damage directly resulting from Hygieneering's performance of services under this Agreement.