

**October 11, 2024**

TO Rafael Romero  
Director of Operations  
Prospect Heights School District 23  
700 N. Schoenbeck Road  
Prospect Heights, IL 60070

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Phone: 847-870-5581

FROM Rodolfo Moreno, Project Manager  
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RE **Proposal for Prospect Heights School District 23 – 2024 AHERA 3-Year Reinspection at five (5) School Facilities (FACS# PJ84050)**

Forensic Analytical Consulting Services (FACS) is pleased to present this proposal to provide environmental health consulting services to Prospect Heights School District 23 (Client) for district-wide 3-Year Reinspections per the requirements set forth in the Asbestos Hazard Emergency Response Act (AHERA, 40 CFR 763.85).

### Client Objectives

Based on our conversations and e-mail correspondence, the following summarizes our understanding of your objectives:

- Receive a comprehensive 3-Year Reinspection report for each of five (5) school sites within the Prospect Heights School District, in compliance with AHERA regulations.
- Assess the condition of known or assumed asbestos-containing materials at the five (5) District sites to assist in prioritizing potential response actions.
- Identify additional suspect asbestos-containing materials to protect staff, students, and workers from improper handling, which may cause asbestos exposure.
- Engage a trusted environmental expert as a partner to protect public health and reduce risk and liability.

### Scope of Work

Subject to the attached terms and conditions and the other provisions of this proposal, FACS will provide the following services:

1. **Review existing documentation.**
  - a. FACS personnel will review any relevant data, such as maps or prior inspection data that may be able to be included in re-inspection reports.
2. **Conduct site inspections.**
  - a. Conduct a reinspection of every building at each site. Each inspection will include the assessment of known and assumed asbestos-containing materials to determine friability and current condition.
  - b. Perform the reinspection in a manner which limits disruption to occupants and the learning environment.

**3. Provide a final AHERA Reinspection report for each site.**

- a. An AHERA 3-Year Reinspection Report will be generated for each site. This document will include the functional space notes report for all applicable and accessible spaces of the site, homogeneous materials records for spaces inspected, and all other AHERA-required documentation based on the results of the survey for each site.
- b. All previous space designations/names will be changed to reflect the current site use or room designation. Notes will be included as necessary to ensure historical data is reflected appropriately during future review of site information.
- c. An electronic copy of each updated site management plan in PDF format will be provided to the LEA Designee.

**4. Quality assurance and quality control.**

- a. FACS maintains a stringent QA/QC program in order to ensure the continued delivery of accurate and contextually appropriate technical data and solutions to our clientele and community. FACS practices are developed under the guidance of subject and industry sector practice groups consisting of FACS' leading subject matter experts. Technical oversight, including review of the scope of work and all work product, is provided on all projects by team members who have demonstrated proficiency in the pertinent subject matter per FACS' QA/QC program.

**5. Additional items.**

- a. FACS will engage in communication, coordination and research activities as required in order to complete the above Scope of Work.
- b. During the course of the project, conditions may arise that significantly change the Scope of Work. The cost of any changes to the scope of work will be priced individually and agreed to by FACS and Client before additional work is performed. The additional amount will be added to the original project cost.
- c. If building components are damaged by FACS during collection of samples and/or destructive testing, FACS will make repairs necessary only to re-stabilize the impacted areas. FACS is not responsible to return the impacted area to its pre-sample condition and FACS does not warranty any repairs made. Client is responsible for returning the building to its pre-testing condition and/or maintaining any existing finishes or warranties.

## Timeframe

Upon signature approval of this proposal, FACS will coordinate with the District to schedule the work for the six sites accordingly.

## Cost

The Project, as defined by the Scope of Work, will be charged on a time and materials basis according to the attached Fee Schedule (Attachment A). **Total cost not-to-exceed \$10,545.**

**COST ESTIMATION BREAKDOWN**

<b>Douglas MacArthur Middle - 700 N. Schoenbeck Rd. Prospect Heights, IL 60070</b>			
<b>Service - Category</b>	<b>Quantity (Hr)</b>	<b>Rate</b>	<b>Total</b>
Project Administration	1	\$115	\$115
Site Assessment – Technician	8	\$120	\$960
Document Generation – Technician	6	\$120	\$720
Document Generation – Project Manager	1	\$170	\$170
Project Management – Project Manager	1	\$170	\$170
Technical Oversight Review – Sr. Project Manager	1	\$275	\$275
Mileage	1	\$35	\$35
<b>Subtotal</b>			<b>\$2,445</b>

<b>Anne Sullivan Elementary - 610 N. Schoenbeck Rd. Prospect Heights, IL 60070</b>			
<b>Service - Category</b>	<b>Quantity (Hr)</b>	<b>Rate</b>	<b>Total</b>
Project Administration	1	\$115	\$115
Site Assessment – Technician	4	\$120	\$480
Document Generation – Technician	6	\$120	\$720
Document Generation – Project Manager	1	\$170	\$170
Project Management – Project Manager	1	\$170	\$170
Technical Oversight Review – Sr. Project Manager	1	\$275	\$275
Mileage	1	\$35	\$35
<b>Subtotal</b>			<b>\$1,965</b>

<b>Dwight D. Eisenhower Elementary - 1 N. Schoenbeck Rd. Prospect Heights, IL 60070</b>			
<b>Service - Category</b>	<b>Quantity (Hr)</b>	<b>Rate</b>	<b>Total</b>
Project Administration	1	\$115	\$115
Site Assessment – Technician	8	\$120	\$960
Document Generation – Technician	6	\$120	\$720
Document Generation – Project Manager	1	\$170	\$170
Project Management – Project Manager	1	\$170	\$170
Technical Oversight Review – Sr. Project Manager	1	\$275	\$275
Mileage	1	\$35	\$35
<b>Subtotal</b>			<b>\$2,445</b>

<b>Betsy Ross Elementary 700 N. Schoenbeck Rd. Prospect Heights, IL 60070</b>			
<b>Service - Category</b>	<b>Quantity (Hr)</b>	<b>Rate</b>	<b>Total</b>
Project Administration	1	\$115	\$115
Site Assessment – Technician	4	\$120	\$480
Document Generation – Technician	6	\$120	\$720
Document Generation – Project Manager	1	\$170	\$170
Project Management – Project Manager	1	\$170	\$170
Technical Oversight Review – Sr. Project Manager	1	\$275	\$275
Mileage	1	\$35	\$35
<b>Subtotal</b>			<b>\$1,965</b>

Grotsky Administration Bldg. - 700 N. Schoenbeck Rd. Prospect Heights, IL 60070			
Service - Category	Quantity (Hr)	Rate	Total
Project Administration	1	\$115	\$115
Site Assessment – Technician	4	\$120	\$480
Document Generation – Technician	4	\$120	\$480
Document Generation – Project Manager	1	\$170	\$170
Project Management – Project Manager	1	\$170	\$170
Technical Oversight Review – Sr. Project Manager	1	\$275	\$275
Mileage	1	\$35	\$35
<b>Subtotal</b>			<b>\$1,725</b>
<b>TOTAL</b>			<b>\$10,545</b>

**Limitations**

The proposed scope of work is limited to the conditions and practices observed and information made available to FACS. The methods, conclusions, and recommendations provided are based on FACS’ judgment, experience and the standard of practice for professional service. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

*This proposal is valid for a period of 60 days.*

Please contact me if you have any questions regarding the information provided. If this proposal is acceptable, please sign your acceptance below and return to our office by email (see above). Thank you again for your time and consideration.

Respectfully,  
 FORENSIC ANALYTICAL CONSULTING SERVICES, INC.

By: 

Name: Rodolfo Moreno

Title: Project Manager

- Attachment A: Fee Schedule (2024 CHI)
- Attachment B: General Terms and Conditions

**ACCEPTANCE**

**Proposal for Prospect Heights School District 23 – 2024 AHERA 3-Year Reinspection at five (5) School Facilities (FACS# PJ84050)**

The terms and conditions set forth in the above proposal, Fee Schedule (Attachment A) and General Terms and Conditions (Attachment B) are hereby accepted.

**Prospect Heights School District 23**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase/Work \_\_\_\_\_

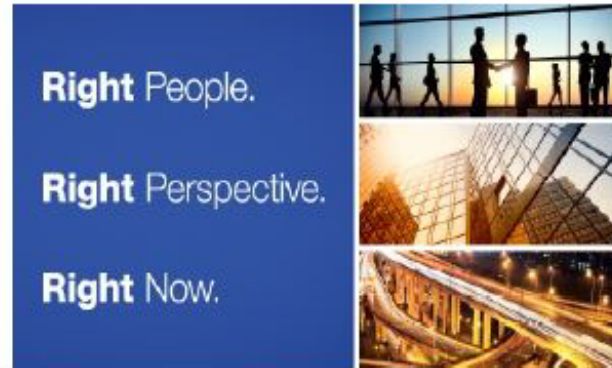
Order #: \_\_\_\_\_

## ATTACHMENT A

### Fee Schedule

#### LABOR RATES

DESIGNATION	HOURLY RATE
Senior CIH	\$300
CIH/Principal Scientist	\$275
Senior Project Manager	\$205
Project Manager	\$170
Project Specialist	\$135
Senior Technician	\$130
Technician	\$120
Project Coordinator	\$115
Administrative Support	\$105



#### LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS*	TURNAROUND TIME**					
<b>MICROBIOLOGY</b>	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Non-Viable Air	\$100	\$75	\$50	\$50		
Non-Viable Bulk	\$105	\$90	\$60	\$60		
<b>ASBESTOS</b>	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$20	\$18	\$16	\$14	\$13	\$12
TEM (air)	\$300	\$225	\$200	\$175	\$150	\$125
PLM ≤ 3 LAYERS (bulk)	\$32	\$20	\$17	\$16	\$15	\$14
PLM > 3 LAYERS (bulk)	\$64	\$40	\$34	\$32	\$30	\$28
<b>METALS</b>	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$50	\$41	\$33	\$30	\$25	\$20

\*Listed analyses and pricing are not exhaustive, but are representative of our most requested items  
 \*\*Turnaround time = total business days to receive results after sample receipt at laboratory

#### MISCELLANEOUS

Mileage:	Cost plus 15%	Deposition/Testimony:	Labor Rate x 1.5
Reimbursables:	Cost plus 15%	Emergency Response:	Labor Rate x 2
Equipment and Consumables:	Cost plus 15%	Overtime:	Labor Rate x 1.5
Off-Hours Lab Opening Fee:	\$400		

2024 Chicago Fee Schedule  
 Please contact us for a complete list of services.



## Attachment B

### GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR SERVICES SET FORTH IN FORENSIC ANALYTICAL CONSULTING SERVICES, INC'S SCOPE OF WORK (THE "SERVICES") SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE CONTRACT (THE "CONTRACT") BETWEEN FORENSIC ANALYTICAL CONSULTING SERVICES, INC. ("FACS") AND THE CLIENT ("CLIENT").

1. **TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services by FACS are set forth herein. The Proposal, including its Attachments, (the "Proposal") contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services, except as specifically set forth herein. No waiver by FACS of any default shall be deemed a waiver of any subsequent default. Failure of FACS to object to provisions contained in any order or other communication from the Client shall not be construed as a waiver of any right or remedy of FACS hereunder, nor an acceptance of any such provisions.
2. **INDEMNIFICATION.** The Client waives any claim against FACS and its directors, officers, employees, and agents, and agrees to defend, indemnify and hold FACS harmless from any claim or liability for injury or loss, including all attorney fees and defense costs, arising or allegedly arising from or in any way connected with FACS' services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of FACS. The Client also agrees to defend, indemnify and hold FACS and its directors, officers, employees, and agents harmless from any claim or liability, injury or loss, including all attorney fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed or contracted by the Client. FACS does not guarantee the completion of performance of any contract between Client and other parties, nor is it responsible for those third parties' acts or omissions. FACS does not warranty or guaranty the safety of any place FACS provides its services.
3. **COMPENSATION.** The compensation for services will be billed in accordance with the rates stated in this Proposal. The rates are subject to change upon notification provided by FACS at its sole discretion. Time spent traveling, when in the interest of the Project, as defined herein, will be charged to the Client. Reimbursable expenses will be charged at cost plus 15%.
4. **PAYMENT TERMS.** Payment terms are Net 30 days unless FACS and Client have agreed in writing to different payment terms. FACS may, at any time, suspend performance of any service, withhold written reports, or require payment in cash, security or other adequate assurance satisfactory to FACS when, in FACS' sole opinion, the financial condition of Client or other grounds for insecurity warrant such action. FACS reserves the right to assess late charges on accounts past due at a rate of 18% per annum. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.  
  
For projects that will exceed 30 days in length, FACS reserves the right to invoice on a monthly basis.
5. **TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by the Client. In the event FACS is required to pay any such tax, the Client shall reimburse FACS upon demand. In lieu of such payment, the Client shall provide FACS with exemption certificates or other documents acceptable to taxing or customs authorities upon execution of this Proposal.
6. **CREDIT.** This Proposal is provided and accepted subject to FACS' approval of the Client's credit, determinable at any time and from time to time by FACS in its sole judgment, affecting the whole or any unfulfilled portion of this contract.
7. **LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Contract is found to be unenforceable, the remaining portions of the Contract shall remain in full force and effect.
8. **MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by a duly authorized representative of FACS and the Client.