

November 18, 2022

TO Mr. Michael Ziaja, Director of Operations.
Prospect Heights School District #23
700 North Schoenbeck Road
Prospect Heights, Illinois 60070

mziaja@d23.org
Phone: 847-870-5581

FROM Thad Daniels, Principal Scientist
Forensic Analytical Consulting Services, Inc.
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RE **Proposal – Asbestos Professional & Analytical Services – Pre-Design Asbestos Inspection Services – Prospect Heights School Dist. #23 (SD #23) – Eisenhower Elementary School - Summer 2023 Planned Chalkboard Removals/Markerboard Replacement Project (FACS PJ#73xxx)**

Forensic Analytical Consulting Services, Inc. (“FACS”) is pleased to present this proposal to provide environmental health consulting services to Prospect Heights School District #23 (“Client”) for Pre-Design, Confirmatory Asbestos Inspection Services for Eisenhower Elementary School - Summer 2023 Planned Chalkboard Removals/Markerboard Replacement Project.

Client Objectives

Based on our previous work history and recent project meeting with The District architect, Arcon Associates, the following summarizes our understanding of your objectives:

- To seek a trusted environmental expert, as a partner, to protect public health and reduce risk and liability.
- Perform Pre-Design, Targeted Asbestos Inspection Services related to the Eisenhower Elementary School - Summer 2023 Planned Chalkboard Removals/Markerboard Replacement Project.
- Obtain written reports that detail findings from the targeted/focused assessment and testing, with potential regulatory impact and recommendations as warranted for those services.
- The responsibilities of the Asbestos Inspector are regulated by the Illinois Department of Public Health's Asbestos Abatement Regulations and Rules (Il. Rev. Stat. ch 122, par 1401 et seq. and Title 77 Chapter I, Subchapter p; Part 855).

Scope of Work

Subject to the Terms and Conditions, and the other provisions of this proposal, FACS will provide the following services:

Conduct Site Inspections and Collect Bulk Samples. The Inspection will include:

- a. Review of the existing drawing provided by the District, to identify scope of work, target locations and potential impact of suspect asbestos containing building materials that may be disturbed during the remodeling and additional work, as noted above,

- b. Provide Estimated Quantities of all identified ACBM,
- c. Assessment of condition and potential hazard for each identified ACBM, following applicable Federal, State and Local Regulations and/or OSHA.
- d. As possible/accessible, without destructive sampling, collection of six (6) representative samples of suspect ACBM adhesive materials behind chalkboards, for confirmation purposes, verification, and categorization of each identified ACBM.
- e. Laboratory analysis of each suspect ACBM by polarized light microscopy (PLM), utilizing a standard three (3) day laboratory turn-around time and an “analyze until positive” protocol.
- f. Laboratory analysis of a maximum of eighteen (18) non-friable materials (i.e. adhesive material behind chalkboards) utilizing the PLM Laboratory Method noted above utilizing a standard three (3) day laboratory Turn-around-time.
- g. Executive Summary Reporting of Asbestos Inspection Services and Findings.
- h. Inspection activities will be performed by an Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspector(s)/Inspection Team.

Analysis and Report Generation

- i. Laboratory analysis of the suspect bulk samples collected at the property will be performed using the Polarized Light Microscopy (PLM) method. Laboratory analysis will include:
 - i. PLM analysis of each identified material (and/or layer) in accordance with the guidelines contained in the EPA Test Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) utilizing the stain dispersion method.
 - ii. A positive analysis for asbestos on any individual sample from a homogeneous area will define the homogeneous area as an ACBM.
 - iii. Strict chain of custody, quality assurance and quality control will be followed for documentation and traceability purposes.
- j. All samples will be analyzed by FACS’ in-house laboratory. FACS is accredited for PLM analysis by the National Institute of Standards and Technology (NIST) under the National Voluntary Laboratory Accreditation Program (NVLAP).
- k. FACS will provide a final written report.

Invoicing.

- l. FACS will submit invoices with the final written report. Invoices are due net 30 days from the date of the invoice. A 1.5% charge will be assessed on past due accounts after 30 days (see attached General Conditions - Professional Services Agreement).

Scheduling.

- m. FACS will have a licensed asbestos building inspector/inspection team available for the inspections upon written acceptance of this proposal and notification of accessibility of the target locations. The inspections are not presently scheduled but anticipated to be performed as soon as possible. FACS anticipates that the site inspections can be completed within one (1) site visit/work day, and the initial email reporting/results completed within one business week following the completion of the completed on-site inspection services at the school building. The Client shall be responsible for making all portions of the subject site available to FACS’ inspector at the time of the site visit(s).
- n. The Inspection will be scheduled in advance with the District to be conducted during normal business hours on either Monday, November 21, 2022 or Tuesday, November 22, 2022 and based on FACS’ IDPH Licensed Asbestos Inspector availability.

Quality Assurance/Quality Control.

- o. 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's 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's QA/QC program.

Additional items.

- p. FACS will engage in communication, coordination and research activities as required to complete the above scope of work.
- q. Conditions may arise that significantly change the scope of work during the project. 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. An additional amount will be added to the original project cost.
- r. FACS will make repairs to areas where building components have been damaged during the collection of samples, and/or where destructive testing has been conducted. These repairs are done only to stabilize the impacted area and are not intended to return the impacted area to its pre-sample condition. FACS does not warranty these repairs. It is the client's responsibility to engage the appropriate professional(s) to return the building to its pre-testing condition or maintain any existing finishes or warranties.
- s. If during the project FACS employee(s) will be physically on site, FACS employee(s) will, by default, adhere to FACS' internal COVID-19 safe work practices. In addition, the client will provide any existing documentation of COVID-19 protocols/procedures that apply to the site being visited. These protocols/procedures will be provided to FACS prior to the site visit to ensure proper preparedness.
- t. FACS reserves the right to invoice for any work done within that month for projects that will exceed 30 days in length.

Timeframe

FACS will perform the inspection, assessment, sample collection and reporting services at the SD#23 subject site, and PLM laboratory analysis of a maximum of eighteen (18) suspect asbestos containing building material samples/sample layers collected at the subject site with a standard laboratory turn-around-time(s). It is presently estimated that the inspections will take place over one site visit to the school building utilizing an IDPH licensed inspection team of one (1) or two (2) individuals and begin at the earliest opportunity (11/21/22 or 11/22/22).

Cost

The project will be charged as a time and materials basis with a maximum **Time & Materials Fee of \$2,131.00** utilizing FACS' standard Fee Schedule with The District. *The Client will only be billed for the actual number of sample analyses provided. No additional services will be performed without written authorization from the Client*

Assumptions

The proposed Scope of Work and the associated Cost, as set forth above, were prepared in accordance with the following assumptions:

- Client will provide FACS, at least three business days prior to FACS providing any Project work on the Client site, legal right of entry to conduct the scope of work.

- Client will notify FACS, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Work shall be performed during the dates, hours and schedules, as provided in the work specifications and contractor scheduling, or by mutual agreement between FACS and The District.

Limitations

The proposed Scope of Work is limited by the conditions and practices observed by FACS in preparation of the Proposal, if any, and information made available by Client to FACS. The methods, conclusions, and recommendations provided are based on judgment, experience, and the standard of practice for professional environmental health consulting services. 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 from the date of the proposal.

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). Upon signing and return to our office, this Proposal, in conjunction with the Fee Schedule and Terms and Conditions, attached as Attachment A and Attachment B, shall become a binding agreement between FACS and Client.

Thank you again for your time, consideration, and continued opportunity to be of service to The District.

Respectfully,
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.

By:  _____

Name: Thad Daniels

Title: Principal Scientist

Attachment A: Fee Schedule

Attachment B: General Terms and Conditions

ACCEPTANCE

Proposal – Asbestos Professional & Analytical Services – Pre-Design Asbestos Inspection Services – Prospect Heights School Dist. #23 (SD #23) – Eisenhower Elementary School - Summer 2023 Planned Chalkboard Removals/Markerboard Replacement Project (FACS PJ#73xxx)

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

By: _____

Name: _____

Title: _____

Date: _____

Purchase/ _____

Work Order #: _____

ATTACHMENT A - Fee Schedule

LABOR RATES

DESIGNATION	HOURLY RATE
Sr. CIH/Principal Scientist	\$265
Certified Industrial Hygienist	\$240
Senior Project Manager	\$170
Project Manager	\$140
Senior Technician	\$110
Technician	\$90
Project Coordinator	\$85
Administrative Support	\$65

ACTIVITY	DAILY RATE
Air Sampling Professional (ASP)	\$810*
Dual Role Asbestos Project Manager/ASP	\$895*
Clearance Sampling w/ On-Site Analysis	\$730*
Lead Based Paint Inspector/Assessor w/ XRF	\$995*

*Includes maximum of nine (9) on-site PCM Air Sample Analysis

LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*		
ASBESTOS	Same Day		1 Day
PCM (air)	\$29		\$17
PLM (bulk)	\$33		\$17
PLM (bulk) – “prepped only” **	\$5		\$5
Point Count	\$98		\$87
Gravimetric			\$104
Gravimetric – with Point Count			\$200
Gravimetric – with TEM			\$230
TEM (AHERA)	\$230 (4-6hrs)	\$150 (6-8hrs)	\$115
TEM (NIOSH 7402)	\$287 (6-8hrs)		\$173
TEM Bulk (Chatfield)			\$175
TEM Bulk (Qualitative)	\$132 (No Ashing)		\$201
TEM Microvac & Dustwipes			\$201
Vermiculite	\$58		\$46
TEM Water			\$230 (5 days)

*Turnaround time = total business days to receive laboratory results after sample submission

**PLM bulk sample prepared by laboratory, but not analyzed.

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	Show-up Fee (cancelled after arriving on site:	\$380

2022 CHI-UAS 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.