

District 23 Buildings & Sites Committee

Tuesday, December 6, 2022 8:00 AM

Grodsky Administration Building, 700 N Schoenbeck Rd, Prospect Heights, IL
60070

I. Call to Order

II. Discussion Items

II.A. Maintenance Dept. Staffing Update

II.B. Summer 2023 Staffing Plan

II.C. Discussion of Upcoming Projects - Spring
and Summer 2023 Work

II.D. Proposed E-Rate Tech Work

II.E. Grodsky Basement Improvements -
Discussion

II.F. BHFx Software Plan and Proposal - BHFx
SIMPLE

II.G. PathoSans Update

II.H. ACM Inspections - Eisenhower Whiteboards

II.I. Update on Carousel Park - Meeting with
Arlington Heights Park District

III. Old Business

III.A. Lost Time - Overtime Report

IV. New Business

V. Adjournment

Buildings & Sites Project Overview for 2023 Work

Name of Project	Site	Approximate Cost	Fund	Funding Source	Completion Timeframe
Ike Projector Replacement Project - Whiteboard Replacements & Install.	Eisenhower	\$27,000.00	10	FY23 Tech Budget	Summer
Ike Projector Replacement Project - Projector Replacements	Eisenhower	\$28,000.00	10	FY23 Tech Budget	Summer
Ike Projector Replacement Project - Wall Restoration	Eisenhower	TBD	20	O&M Contracted Sevices	Summer
Ike Projector Replacement Project - Electrical Services	Eisenhower	\$9,350.00	20	O&M Contracted Sevices	Summer
Sensory Path Install	Eisenhower	Already Purchased			Spring Break
Library Furniture	Sullivan	\$16,000.00	10	Furniture Budget & Principal Supply Funds	Spring
Library Circulation Desk	Mac	\$21,000.00	10	Mac Capital Equipment, D214 Funds	Spring
Railing Painting	All	TBD	20	O&M Contracted Sevices	Summer
Update of Building Signage - Outdoor Learning Spaces & Facility Safety Signage	All Sites	TBD	20	O&M Equipment & Supplies	Spring
Basketball Hoop Basket Winders - Motor Replacements	Mac	TBD	20	O&M Contracted Sevices	Summer
Gym Floor Cleaning/Sealing	Mac	\$2,500.00	20	FY2023 Budget - Contracted Services	Summer
Mac Storeroom Infill of Wall	Mac	\$1,840.00	20	O&M Contracted Sevices	Summer
Vestibule & Fitness Room Monitor Installations	Ike, Ross, Mac				Winter Break
Display Case Reconditioning - Sullivan Monitor Install	Sullivan	\$3,320.00	20	O&M Contracted Sevices	Winter Break
ROE Required Ceiling Installation, Room 126	Sullivan	\$5,000.00	60	Capital Projects	Winter Break
HVAC Phase 2	Mac	\$1.1M	60	Bond Proceeds & Remaining HVAC Litigation Funds	Summer
Grodsky Basement	Grodsky	TBD	60	Bond Proceeds	Summer
Replacement MP Curtain	Ross/Sullivan	\$160,000.00	60	2021 Bond/Potential Cost Share with AHPD	Summer
Painting of Ross/Sullivan MPR	Ross/Sullivan	\$50,000.00	60	2021 Bond/Potential Cost Share with AHPD	Summer



Prospect Heights 23– Setup and Software Proposal/Estimate

Proposed by:

TJ Hurckes

Tj.hurckes@bhfx.net 847.899.3414

- **\$0.00 – Installation/Server setup and training session**
 - Setup district database on server
 - Create cover page and building landing pages
 - Training session – 1 hour if needed

- **~~\$1,200.00~~ – Annual Software Fee (Free this year - No charge until July 1st 2023)**
 - Unlimited seats/users!
 - Includes 20 hours of one-on-one support
 - 250G of storage on our servers & **PDF output** of all files annually (Piece of mind)
 - Daily, weekly, and quarterly backups included (Multiple locations)
 - Includes all general upgrades and software enhancements moving forward

- **~~\$2,500.00~~ – \$2,000.00 - File Organization/Consolidation and Initial Setup**
 - Setup Building Infrastructure with all buttons and images
 - Pulling of duplicates
 - Creating timeline per building
 - Checking all rev dates to ensure an accurate project timeline per building

- **~~\$2,400.00~~ – Large format scanning (\$2.00 per sheet w/ tagging x 1,200 estimated)**
 - Scanning, indexing/tagging & uploading of all files
 - Deskew and Despeckle Software
 - Uploading drawings per building

- **\$490.00 – Tagging & Setup (\$0.50 per file Estimated ~~1,000~~ 980 sheets from architect)**
 - Any files received from the architect will save the district \$1.50 per file being there is no need to scan the hard copy
 - Tagging & Uploading of all documents (seven categories/filters)
 - **One time initial Expenditure = \$2,490.00**
 - Includes entire first year of service!
 - **Annual fee starting year two (July 1st 2023) = \$1,200.00 per year!**

Customer Signature _____ BHFx Signature _____

WWW.BHFX.NET

PathoSans On-Site Generator Technology Utilization Agreement (TUA)

Prepared for:

Prospect Heights School District #23

Prospect Heights, IL

Project #: PJ-P280256 v.1
Monthly Utilization Fee: \$1,626.06
Payment Terms: Net 30
Contract Length: 36 Months

PathoSans® PS600 On-Site-Generator Solution

Customer #: 1303969-00

Date: 11/18/2022

Customer Contact: Mike Ziaja
Phone: (847)-870-3850

PathoSans Rep: Brian Rominski
Email: Brian.rominski@pathosans.com
Phone: (630)-277-1987



- All prices are in USD.
- Delivery times quote (verbal or written) is an estimate and does not include shipping time.
- This agreement is subject to acceptance of the Terms and conditions contained within this contract and set forth at: <https://apps.spray.com/terms/whtn-sale-en-us-2017-1-1.asp>

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Ph. 1-833.553.2648 ▲ www.PathoSans.com

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1. Summary

The PS600 family of Base Stations are on-site generator of cleaning and sanitizing chemicals. The PS system produces a sodium hydroxide (alkaline) cleaning solution and a hypochlorous acid sanitizing/disinfecting solution for cleaning organic matter and sanitizing surfaces. The system is self-contained, easy to use and requires minimal maintenance. The system requires softened tap water, high purity salt and electricity to operate. The PS600 systems are designed to run intermittently to automatically replenish solutions.

- System produces 2 separate and distinct solutions
 - PathoClean, Sodium Hydroxide (NaOH) cleaning solution
 - PathoCide, Hypochlorous Acid (HOCl) sanitizing/disinfecting solution

2. System Requirements

- Input water:
 - Liquid inlet: ¾" GHC (M)
 - Water temperature: Less than 85° F; greater than 55° F.
Optimum temperature: 60-80° F.**Minimum 40 PSI, non-interrupted**
- Input power:
 - Duplex 120-240 VAC, 50/60 Hz, 15A GFCI
- Water Softener Output:
 - Less than 1 gpg
- Consumables:
 - Salt: (PathoSans salt list only)
- Floor drain access required
- Standard environmental specifications:
 - To be installed indoors.
 - Min. ambient temp: 55° F (12.8° C)
 - Max. ambient temp: 85° F (29° C)
 - Max. humidity: 90%
 - Not explosion proof (Non-Ex)
 - Ventilated Room, 4-6 turns/hr.
- Space for rack, base unit & tanks:
 - System dimensions – see spec sheet

3. PathoSans Base Station for On-Site Generation

BASE STATION

The PS Base Station contains all the equipment and components necessary to produce and store PathoSans solutions. Per the terms of this contract and the Technology Usage Agreement, this core system will be owned and serviced by PathoSans Technologies:

PS600 Series Electrochemical Generation System

Control Panel: (3) PS680 2525

Brine Tank: Fluid monitoring and controls

Electrolytic Cell: Patented cell produces electrochemically activated solutions

Water Softener: Dual resin tank water softener with brine tank

pH Monitor: Monitors pH level of solution

System Mounting Rack: Extruded aluminum rack anodized for corrosion resistance houses control panel, cleaner and sanitizer tanks, brine tank and water softener

Cleaner Tank: PathoClean tank with fill valve, shutoff level sensor and over-fill line to drain

Sanitizer Tank: PathoCide tank with fill valve, shutoff level sensor and over-fill line to drain

Documentation: Owner's Manual (English). Electronic versions available. Usage cards. SDS documents.

Packaging: Palletized or boxed based on customer receiving docks and doors.

Accessories

All accessory items are owned by customer and therefore the responsibility of the customer. This would include maintenance and replacement costs associated with the equipment beyond what is already covered by warranty. The following will be included in the initial order for startup.

Bottle & Label Starter Kit (per system)

- Twenty (20) each of PathoClean and PathoCide bottles; PathoClean and PathoCide labels

PathoSans Approved Salt (3 bags per system)

- Initial salt supply for startup of water softener and generator

System Test Kit

The system includes a kit for testing the sanitizing and cleaning solutions. Includes:

- One (1) pH meter calibrated for acid (sanitizer), per system
- One (1) pH meter calibrated for base (cleaner), per system
- One (1) high range Free Available Chlorine (FAC) meter, per system
- Set of 100 reagent packs for FAC meter, per system

Optional Items

The following items are offered in additional quantity for a separately quoted price: usage cards, testing meters, bottles, test strips, carboys, and spray application devices.

4. Technology Utilization Agreement

The PathoSans PS600 Series (the “BASE STATION”) will be installed at the customer’s facility. PathoSans will maintain all core system items during the duration of the Technology Utilization Agreement (TUA) at the indicated monthly cost to the customer. The only exceptions to coverage are (1) damage due to neglect or misuse of the base system; (2) salt; (3) bottles; (4) labels; and (5) accessory consumables.

The PathoSans TUA is based on a 36-month term, invoiced monthly.

With approved credit, Initial invoice is sent the beginning of the month following installation. This includes all Start Up Fees, defined as additional accessories, plus Commissioning & Training fees and Freight.

5. Preventative Maintenance Plan

PREVENTIVE MAINTENANCE SERVICE

The preventative maintenance plan is included as part of the TUA.

Preventative Maintenance visits are scheduled and completed by a factory trained representative two (2) times per contract year for the term of the agreement. Preventative maintenance service calls will be scheduled in advance with CUSTOMER. Service reports will be submitted with each service event. Preventative maintenance requests are scheduled by contacting the PathoSans Service Department at 1-833-KLEAN-IT (1-833-553-2648) and/or service@pathosans.com.

Pathosans service technician will perform the following preventative maintenance service operations during onsite visits:

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1. Check salt levels in the PathoSans Generator tank and the water softener tank (if applicable).
2. Verify customer is using PathoSans approved salt for the system.
3. Check pH of PathoClean and PathoCide solutions.
4. Check Free Active Chlorine (FAC) level of PathoCide solution.
5. Manually regenerate water softener and ensure water softener is operating nominally and regenerating properly and that the softener output is at the correct hardness level.
6. Drain and refill generator brine tank, if deemed necessary.
7. Evaluate system for worn fittings, hoses and tubes and replace as necessary.
8. Evaluate overall system for functionality and cleanliness and remove salt deposits from exterior of system.
9. When 5-micron and/or 20-micron filters are required, PathoSans will send replacement filters and the customer agrees to replace the filters, as requested. Technicians may replace during service visit, if deemed necessary.

EMERGENCY SERVICE

Emergency service calls, for issues that are not the result of customer negligence, are covered under this PMP including all parts, equipment, phone support, labor & travel (if necessary).

PathoSans shall acknowledge CUSTOMER'S request for emergency service within one (1) business day of receiving such a request from CUSTOMER via call to the service line at 1-833-KLEAN-IT (1-833-553-2648) or email at service@pathosans.com.

Any part of the system deemed to be damaged not through normal operation of the system (i.e., damaged by the customer or through negligence), shall be billed to the customer.

6. Customer Required Maintenance

Daily & Monthly

- Visual inspection of system for leaks, damage, and proper salt levels.
- Check salt level of the Control Module and add 99.9% pure pelletized salt as needed (Must be from the approved PathoSans salt list). Salt level should always be above the minimum level as indicated by signage on the tank.
- Check salt level in water softener and add 99.9% pure pelletized salt as needed (Must be from the approved PathoSans salt list).
- Drain the generator brine tank monthly.

An approved salt list will be provided, and the customer is responsible for purchasing PathoSans approved salt for the operation of the water softener and PathoSans system for the duration of the contract. Failure to use approved salt will void warranty policy.

Failure to provide consistent water pressure and water quality will void warranty policy.

7. Equipment

Technology Utilization Agreement					
Item	Part No.	T.U.A.	Units	Per Unit	Monthly
1	CP-SYPA6802525	<i>PS600-80 Mid Flow Base Station</i> with 25 gallon tanks	3	\$ 542.02	\$1,626.06
Monthly SUBTOTAL:					\$1,626.06

Start-Up / CapEx Costs					
Item	Part No.	Description	Units	Per Unit	Total
1	PS-COMM_TRAIN	Commissioning & Training	1	\$ 1,800.00	\$1,800.00
2	FREIGHT	PRE-PAY & ADD	1	TBD	TBD
SUBTOTAL					\$1,800.00

Items to be delivered for system start up (per Base Station)

CORE SYSTEM COMPONENTS:

Controller	Qty: 1
Brine Tank	Qty: 1
Electrolytic Cell	Qty: 1
Start Up Bottle and Label Kit	Qty: 1
System Mounting Rack	Qty: 1
Cleaner Tank	Qty: 1
Sanitizer Tank	Qty: 1
Installation	Qty: 1
Water Softener	Qty: 1

ACCESSORIES:

System Test Kit	Qty: 1
PathoClean Bottles	Qty: 20
PathoCide Bottles	Qty: 20
PathoClean Labels	Qty: 20
PathoCide Labels	Qty: 20
Bags of Salt	Qty: 3

- Pricing is valid for thirty (30) days from date of proposal.
- All prices are in U.S. Dollars.
- If credit card is not provided, payment shall be made on the following schedule:

%	INVOICE TERM	PAYMENT TERM
100%	All Invoices	Net 30

Note: ** Payment terms are subject to credit approval

Order Initiation and System Production:

Order is initiated after site assessment and water sample testing is completed and approved and a signed PathoSans On-Site Generator Technology Utilization Agreement (TUA) is received. System production by PS manufacturing is initiated upon receipt of valid customer purchase order and receipt of down payment. Estimated ship date will be provided when your PS system(s) move(s) into production.

Equipment Warranty

- The BASE STATION is warranted as per Section 5 of **Terms and Conditions** section.
- Accessories are warranted for manufacturers defects for 12 months.
- Optional Accessories are warranted for manufacturers' defects for 12 months.

Important Note:

It is the responsibility of the customer to ensure that the PathoSans cleaning and sanitizing solutions are only used on chemically compatible surfaces and materials and in accordance with the applicable laws and regulations.

8. Install & Training

One (1) day of installation support, initial set up testing, and generator maintenance training are included with each installed order on the day of installation

PathoSans products onboarding training shall be conducted via web-based applications by PathoSans Director of Training and Technology. Additional training needs which can be conducted remotely are included in the TUA agreement.

Standard PathoSans training material such as usage cards and promotional materials are provided as part of the TUA agreement in digital format.

ADDITIONAL TRAINING

- On-site training costs are quoted with travel expenses included as a flat fee, based on number of days required.
- Customized training can be quoted and provided upon request. Ask your PathoSans Account Manager about options.
- Customized training materials can be generated for in-house use as well, such as usage cards and promotional materials that promote sustainable cleaning initiatives from PathoSans Technologies implementation. Please contact your PathoSans Account Manager for additional information and pricing quote.

9. Terms and Conditions

(1) MODIFICATION OF TERMS

Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions set forth below and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objection thereto or from Buyer's acceptance of all or any part of goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions.

(2) PRICE

Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are (i) EXW (Incoterms[®] 2010) if shipped to the Buyer within the United States, and (2) in all other circumstances DAP Buyer's location (Incoterms[®] 2010); (b) all base prices together with related extras and deductions, are subject to Seller's price in effect at the time of shipment; and (c) notwithstanding the use of the shipping term DAP and without any effect on the point at which the risk of loss shifts from Seller to Buyer, all transportation, import costs and other related charges are for the account of Buyer, including all increases or decreases in such charges prior to shipment. Payment of said price shall be due at the remittance address shown on the Seller's invoice upon receipt of Seller's invoice unless otherwise specified. Interest will be charged at a rate of 1 to 1-1/2% per month on all balances outstanding more than 30 days after the date of the invoice. Price includes Seller's standard packaging. Special packaging requirements shall be quoted at an additional price.

(3) UNIFORM COMMERCIAL CODE

THIS IS A CONTRACT FOR THE SALE OF GOODS. SELLER AND BUYER EXPRESSLY AGREE THAT ANY SERVICES PROVIDED PURSUANT TO THIS CONTRACT ARE MERELY INCIDENTAL TO THE SALE OF GOODS, AND AS SUCH, SHALL BE DEEMED GOODS UNDER ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE. SELLER AND BUYER FURTHER AGREE THAT ANY DISPUTES ARISING FROM THIS CONTRACT SHALL BE GOVERNED BY ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE.

(4) MINIMUM BILLING

Contact your regional office representative for any minimum order requirements.

(5) WARRANTIES

Seller warrants that its products will conform to and perform in accordance with the products' specifications. Seller warrants that the products do not infringe upon any copyright, patent, or trademark. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(6) LIMITATION OF REMEDIES

Buyer's remedies under this warranty shall be limited to the replacement, repair, or refund of the purchase price for any defective product at the Seller's option. Products claimed to be defective and for which repair or replacement is desired shall be, if requested by the Seller, returned transportation prepaid to Seller's plant for inspection. Results of ordinary wear and tear, improper operation, or maintenance or use of corrosive or abrasive materials shall not be considered a defect in material or workmanship. Any component part manufactured by another is not covered by Seller's warranty, but only by such warranty as its manufacturer gives. Because of the difficulty of asserting and measuring damages hereunder, it is agreed that, except for claims for bodily injury, Seller's liability to the Buyer or any third party, for any losses or damages, whether direct or otherwise, arising out of the purchase of product from Seller by Buyer shall not exceed the total amount billed and billable to the Buyer for the product hereunder. IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(7) QUALITY ASSURANCE

Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer quality assurance specifications and/or other special Buyer requirements unless such specifications and/or other requirements are specifically set forth in Buyer's purchase order and expressly accepted by Seller. In the event that any such goods supplied by Seller in connection therewith, are applied to an end use without the appropriate specification and/or other requirement therefore having been set forth in Buyer's purchase order and expressly accepted by Seller, Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or nonfatal, to any person or for any damage to the property of any person incident to or arising out of such application.

(8) PRODUCT DISPOSAL & SUSTAINABILITY

Buyer is responsible for the disposal of goods supplied by seller in accordance with all applicable laws, regulations, and responsible recycling and/or sustainability practices.

(9) CLAIMS

Claims respecting the condition of goods, compliance with specifications or any other matter affecting goods shipped to Buyer must be made promptly and, unless otherwise agreed to in writing by Seller, in no event later than one (1) year after receipt of the goods by Buyer. In no event shall any goods be returned, reworked or scrapped by Buyer without the express written authorization of Seller.

(10) DEFAULT IN PAYMENT

If Buyer fails to make payments on any contract between Buyer and Seller in accordance with Seller's terms, Seller, in addition to any other remedies available to it, may at its option, (i) defer further shipments until such payments are made and satisfactory credit arrangements are reestablished or (ii) cancel the unshipped balance of any order.

(11) TECHNICAL ASSISTANCE

Unless otherwise expressly stated by Seller, (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.

(12) SAFETY PRECAUTIONS

Buyer shall require its employees to use all safety devices, and proper safe operation procedures as set forth in manuals and instruction sheets furnished by Seller. Buyer shall not remove or modify any such device or warning sign. It is the Buyer's responsibility to provide all means that may be necessary to effectively protect all employees from serious bodily injury which otherwise may result from the method of particular use, operation, set up or service of the goods. The operator's or machine manual, ANSI safety standards, OSHA regulations and other sources should be consulted. If Buyer

fails to comply with provisions of this paragraph or the applicable standards and regulations aforementioned, and a person is injured as a result thereof, Buyer agrees to indemnify and save Seller harmless from any liability or obligation incurred by Seller.

(13) CANCELLATION

Orders for goods specifically manufactured for Buyer cannot be canceled or modified by Buyer, and releases cannot be held up by Buyer, after such goods are in process except with the express written consent of Seller and subject to conditions then to be agreed upon which shall include, without limitation, protection of Seller against all loss.

(14) PATENTS

The Seller shall not be liable for any costs or damages incurred by the Buyer as a result of any suit or proceeding brought against Buyer so far as based on claims (a) that use of any product, or any part thereof furnished hereunder, in combination with products not supplied by the Seller or (b) that a manufacturing or other process utilizing any product, or any part thereof furnished hereunder, constitute knowing and willful infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions.

(15) COMPLETE AGREEMENT

THIS CONTRACT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THEM WHETHER ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER HEREOF.

(16) GOVERNING LAW

All orders are accepted by Seller at its mailing address in Wheaton, Illinois, and shall be governed by and interpreted in accordance with the laws of the State of Illinois. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

(17) FORCE MAJEURE

Neither party shall be in default of its obligations to the other party for any period of Force Majeure. "Force Majeure" shall mean any delay or failure of a party to perform its obligations to the other party due to causes beyond its control and without its fault or negligence. This shall include, without limitation, Acts of God, strike, civil commotion, acts of government, and any other comparable, non-foreseeable, and a serious event.

(18) CONFIDENTIAL INFORMATION

Buyer shall maintain Confidential Information in confidence using the same care as used for its own Confidential Information. Buyer shall not disclose or divulge any Confidential Information received by it from Seller in connection with any products or services supplied by Seller to Buyer or to a third party without prior written consent of Seller, and Buyer may not use any Confidential Information for any purpose other than for the manufacture, sale and maintenance of Buyer's products. For the purposes hereof, "Confidential Information" includes any and all information and data, including, but not limited to, any business, commercial, intellectual property, technical information and data disclosed by Seller to Buyer in connection with the sale of Seller's products to Buyer, or relating to Seller's business relationship or the definition, development, marketing, selling, manufacture or distribution of Seller's products, whether disclosed orally, in writing or electronically, and irrespective of the medium in which such information or data is embedded, whether in tangible form or contained in an intangible storage medium. Confidential Information shall include any copies or abstracts made thereof, as well as any product, apparatus, modules, samples, prototypes or parts thereof.

(19) FAIR PRACTICES Spraying Systems Co. considers for employment and hire qualified candidates without regard to race, religion, color, sex, sexual orientation, gender, gender identity, age, national origin, ancestry, citizenship, protected veteran or disability status or any factor prohibited by law, and as such affirms in policy and practice to support and promote the concept of equal employment opportunity and affirmative action, in accordance with all applicable federal, state, provincial and municipal laws.

10. Initiate Order and TUA Contract

This Technology Utilization Agreement (TUA) details a PathoSans ECA cleaning solution system. To place an order for the system detailed in this agreement:

1. Complete and sign this page of the Technology Utilization Agreement (TUA) to confirm this order and indicate agreement to contract the solution AS DESCRIBED.
2. Attach purchase order to cover the agreed upon purchase items in TUA AGREEMENT.
3. Send the purchase order, the approved proposal, this page with signature, and accounts payable contact information. Include payment detail and send to your PathoSans Account Manager.

PathoSans will acknowledge and confirm receipt of your order and payment details.

Order Confirmation for Project #: PJ-P280256 v.1

I (We) have read this contract thoroughly and understand its contents. I am (We are) in agreement with this solution and the project timing as detailed. Any changes to this agreement will be made in writing and submitted for review by PathoSans.

_____	_____	_____
Customer Contact Name & Title	Customer Signature	Date
_____	_____	_____
PathoSans Regional Account Manager	PathoSans Signature	Date
_____	_____	_____
PathoSans Contact Name & Title	PathoSans Signature	Date

**Clerical errors in the quotation are subject to correction.*

**All prices are "Ex Works" Spraying Systems Co., Wheaton, IL.

***Shipping from Glendale Heights, Illinois, USA

****All solution certifications and SDS are available at www.pathosans.com

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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.
3020 Woodcreek Drive – Suite F
Downers Grove, Illinois 60515

thad.daniels@forensicanalytical.com
Phone: 630-691-8271

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	3 Days
PCM (air)		\$29	\$17	\$9
PLM (bulk)		\$33	\$17	\$12
PLM (bulk) – “prepped only” **		\$5	\$5	\$5
Point Count		\$98	\$87	\$58
Gravimetric			\$104	\$58
Gravimetric – with Point Count			\$200	\$155
Gravimetric – with TEM			\$230	\$173
TEM (AHERA)	\$230 (4-6hrs)	\$150 (6-8hrs)	\$115	\$58
TEM (NIOSH 7402)	\$287 (6-8hrs)		\$173	\$144
TEM Bulk (Chatfield)			\$175	\$144
TEM Bulk (Qualitative)	\$132 (No Ashing)		\$201	\$46
TEM Microvac & Dustwipes			\$201	\$144
Vermiculite		\$58	\$46	\$35
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.

Report -Prospect Heights School District 23
 PERIOD: 11/01/22 -11/28/22

EMPLOYEE	REG	OT1	OT2	VAC	HOL	SIC	OTH	TOTAL
CUSTODIAN DAY SHIFT								
1 Janina Babon -1000114	146:00	9:00						155:00
2 Jose Blanco -334306	129:30	20:15		16:00				165:45
3 Richard Ewanio -665428	130:30	18:45		16:00				165:15
4 Ma del Socorro Gonzalez de Ruiz -1000213	16:30							16:30
5 Miguel Rubio -527342	152:00	40:00						192:00
Total:	574:30	88:00		32:00				694:30
CUSTODIAN NIGHT SHIFT								
1 Juan Chavez-Munoz -928405	128:00	8:30		16:00		8:00		160:30
2 Antonio Espinoza-Ruiz -1000292	152:00							152:00
3 Ma del Socorro Gonzalez de Ruiz -1000213	135:30	:30						136:00
4 Brian Hitzeman -348398	152:00	:30						152:30
5 Jose Marroquin -1000138	136:00	15:30		16:00				167:30
6 Jaime Ramirez Perez -1000290	152:00							152:00
7 Carlos Rubio -628904	148:30			4:00				152:30
Total:	1004:00	25:00		36:00		8:00		1073:00
CUSTODIAN PART TIME								
1 Rodolfo Jimenez -1000194	60:00							60:00
2 Esaud Mejia Platero -1000250	60:00							60:00
Total:	120:00							120:00
CUSTODIAN WEEKEND SHIFT								
1 Janina Babon -1000114	6:00							6:00
2 Jose Blanco -334306	6:00							6:00
3 Richard Ewanio -665428	5:00							5:00
4 Jose Marroquin -1000138	5:00							5:00
Total:	22:00							22:00
MAINTENANCE TECHNICIAN								
1 Thomas Vergil -1000165	136:15	:15		16:00				152:30
Grand Total :	1856:45	113:15		84:00		8:00		2062:00

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