

April 12, 2017

TO Mr. Tim Palmer tpalmer@newhall.k12.ca.us
Safety/Risk Phone: 661-291-4000
Newhall School District
22245 Placerita Canyon Rd.
Newhall, CA 91321

FROM Steve Long slong@forensicanalytical.com
Forensic Analytical Consulting Services Phone: 714-600-7515
2959 Pacific Commerce Drive
Rancho Dominguez, CA 90221

RE **Revised Proposal for Environmental Consulting Services**
AHERA 3-year Reinspection – 5 Sites

Forensic Analytical Consulting Services (FACS) is pleased to present this revised proposal to provide environmental health consulting services to the Newhall School District ("Client") for the above referenced project. The revised proposal clarifies that the fixed fee pricing for the project includes all labor and expenses. The rate sheet attached to the proposal is informational only, and would apply to any extra work if it were requested, and then only upon written approval from the District.

Your Objective

Based on the information you provided at our meeting and our understanding of the project, the following summarizes our understanding of your objective:

- Facilitate AHERA compliance by assessing condition of asbestos-containing materials (ACM) in District buildings.

Scope of Work

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

1. **Provide AHERA Reinspections.**

- a. Inspect each District building containing asbestos or presumed/assumed asbestos, as indicated in the previous 3-year AHERA Reinspection Reports.
- b. Evaluate current condition and friable/non-friable classification of asbestos-containing materials.
- c. Make recommendations regarding corrective actions or preventative measures, as indicated.
- d. Review existing asbestos management plans.
- e. Inspections will be performed in accordance with the requirements of the federal AHERA regulation and the EPA publication "Guide to Performing Reinspections Under The Asbestos Hazard Emergency Response Act (AHERA).
- f. All buildings defined as "school buildings" under AHERA will be included in the reinspection, including administrative and support buildings.
- g. Asbestos Inspectors will be California-certified asbestos professionals, with training approved for AHERA inspections. All work will be supervised by a California Certified Asbestos Consultant.

2. **Generate documentation of reinspections.**

- a. An Asbestos Management Planner (also California-certified), with training approved for AHERA, will assess the results of the inspection and make recommendations for corrective action or preventative measures, as necessary.

- b. A separate report will be produced for each school, for ease of incorporation into that school's asbestos management plan. An executive summary will also be produced, tying together key ACM condition information District-wide.
- c. Each report will include specific discussion for any areas of damaged ACM discovered.

3. **Additional items and Limitations.**

- a. FACS will engage in communication, coordination and research activities as required in order to complete the above scope of work.
- b. mechanical rooms, as applicable. FACS will be equipped with ladders capable of reaching approximately 12 feet in height.
- c. During the course of the project, conditions may arise that significantly change the scope of work. Out of scope work will proceed per client discretion on a time and materials basis per the attached fee schedule irrespective of the cost limitations cited in this proposal.

Timeframe

The work will be conducted at your sites. We anticipate that the inspections will require approximately 2 days. FACS' report will be provided within 2 weeks of completion of site work.

Cost

The project will be charged on a fixed fee basis. **The total fee is \$3,500, including all labor for site work and reporting, and expenses.**

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.

Supplemental Services

FACS Incident Response Management (FIRM)

Forensic Analytical Consulting Services Incident Response Management solution (FIRM) provides expertise, project management and cost savings that you would typically receive on your losses above your deductible from your insurance carrier. This provides you with cost savings and productivity gains on all your incidents without the worry of increased premiums.

Any type of incident related to fire, water, air, bio-hazards or building envelope failures can be managed through this program. FIRM was created to help protect public and employee health, reduce business interruptions while also limiting potential liability.

FACS has an extensive network of recognized and certified vendors that can handle these incidents no matter the location. Additionally, FACS has negotiated national rates from these vendors that can lead to tremendous cost savings for you.

FACSTrack

FACSTrack is a web based interactive system that tracks Asbestos Containing Materials and other hazardous building materials and their locations within a building. In short, it provides a visual representation of where these hazards are installed in a facility.

The process of using FACSTrack is easier and more efficient than referencing stacks of printed surveys and it is also far more cost effective to maintain than electronic databases. It was created by to be used and understood by various stakeholders: facilities, construction, environmental or risk management. This solution quickly illustrates the *presence* or *absence* of hazardous building materials in a given area. It also provides 24/7 access to critical information including facilities data, reports, surveys, photos and diagrams to assess environmental impairments in all areas of a building.

For additional information about our FIRM and FACSTrack programs please visit our website address at <https://facstrack.com>.

Please contact me if you have any questions regarding the information provided (714-600-7515 - cell). If this proposal is acceptable, please sign below and return to our office by fax or email (see above), or issue the appropriate contract. Thank you for your time and consideration.

Respectfully,
FORENSIC ANALYTICAL



Stephen B. Long

Attachment A: Terms & Conditions

AUTHORIZATION TO PROCEED

AHERA 3-year Reinspectons - 5 sites

Fixed Fee: \$3,500, including all labor for site work and reporting, and expenses

The terms and conditions set forth in the above proposal and in the attached General Terms and Conditions and fee schedule are acceptable and within the approval authority of the undersigned. This acknowledgment shall have the force and effect of Notice to proceed to provide the proposed services in accordance with stated fees.

Signature: _____ **Date:** _____

Print Name: _____ **PO#:** _____

Title: _____

GENERAL TERMS AND CONDITIONS

ALL ORDERS FOR GOODS AND/OR 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. (THE "SELLER") AND THE BUYER (THE "BUYER").

- 1. TERMS AND CONDITIONS.** All terms and conditions relating to the rendering of services or the sale of goods by the Seller are set forth herein. The Contract contains the final and complete agreement between the parties and there are no representations or warranties, expressed or implied, with respect to services or goods, except as specifically set forth herein. No waiver by the Seller of any default shall be deemed a waiver of any subsequent default. Failure of the Seller to object to provisions contained in any order or other communication from the Buyer shall not be construed as a waiver of any right or remedy of the Seller hereunder, nor an acceptance of any such provisions.
- 2. INDEMNIFICATION.** The Buyer waives any claim against Seller, and agrees to defend, indemnify and hold Seller 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 Seller's services under this Contract, except where such claim or liability is caused by the gross negligence or willful misconduct of Seller. The Buyer also agrees to defend, indemnify and hold Seller 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 Buyer or anyone directly or indirectly employed by the Buyer. The Seller does not guarantee the completion of performance of contracts by third parties, nor is it responsible for their acts or omissions, nor for the safety of any workplace other than Seller's premises.
- 3. COMPENSATION.** Unless stated otherwise in a Letter of Agreement between the Seller and the Buyer, the compensation for services will be billed in accordance with the agreed upon rates, subject to change upon notification. Time spent in traveling, when in the interest of the project, will be charged to the Buyer. Reimbursable expenses will be charged at cost plus 15%.
- 4. PAYMENT TERMS.** Payment terms are net 15 days unless special written arrangements have been made. The Seller may, at any time, suspend performance of any service, withhold written reports or require payment in cash, security or other adequate assurance satisfactory to the Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action. The Seller 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 Buyer.
- 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 Buyer. In the event the Seller is required to pay any such tax, the Buyer shall reimburse the Seller therefore on demand. In lieu of such payment, the Buyer shall provide the Seller at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities.
- 6. CREDIT.** This contract is given and accepted subject to the Seller's approval of the Buyer's credit, determinable at any time and from time to time by the Seller 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 effect and enforced.
- 8. MODIFICATION OF AGREEMENT.** The foregoing conditions may be modified only by written agreement and signed by duly authorized representative of the Seller and the Buyer.

LABOR RATES

DESIGNATION	HOURLY RATE
CIH/Principal Scientist	\$235
Senior Project Manager	\$185
Project Manager	\$150
Project Specialist	\$135
Technician	\$105
Project Coordinator	\$105
Administrative Support	\$ 80



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS	TURNAROUND TIME*					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	\$175	\$140	\$125	\$75		
Non-Viable Bulk	\$125	\$115	\$75	\$55		
Total Coliform & E. Coli (MUG)		\$160	\$125	\$90		
Legionella Viable Culture						\$155
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$24	\$22	\$20	\$18	\$16	\$14
PLM (bulk)	\$35	\$32	\$28	\$25	\$22	\$20
TEM (air)	\$280	\$200	\$175	\$150	\$125	\$100
Point Count – 400	\$125	\$100	\$90	\$80	\$75	\$70
Point Count – 1000/Gravimetry	\$250	\$200	\$180	\$160	\$150	\$140
OTHER	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$60	\$50	\$40	\$30	\$25	\$20
Particle ID – Wildfire Smoke	\$400	\$300	\$225	\$175	\$150	\$125

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

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		

2017 CA Standard Fee Schedule
Please contact us for a complete list of services.