

July 10, 2025

TO Carey Upton
Chief Operations Officer
Santa Monica-Malibu Unified School District
1651 16th St
Santa Monica, CA 90404

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FROM Lydia Feng, MS, CIH
Forensic Analytical Consulting Services
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RE **Proposal for Indoor Environmental Quality (IEQ) Support 2025-26
(FACS #: PJ88022)**

Forensic Analytical Consulting Services, Inc. ("FACS") is pleased to present this proposal to provide environmental health consulting services to Santa Monica Malibu Unified School District (SMMUSD, "Client") for Indoor Environmental Quality (IEQ) support.

Client Objectives

It is our understanding that SMMUSD would like to obtain assistance with Indoor Environmental Quality issues in order to protect and enhance public and environmental health.

Scope of Work

Subject to the attached Fee Schedule (Attachment A), General Terms and Conditions (Attachment B), and the other provisions of this proposal, FACS will provide the following services:

1. Assist SMMUSD in addressing indoor environmental quality and other environmental health issues as they arise at SMMUSD facilities, including attending meetings and other activities as requested, development/assistance with district's IEQ Management Program, etc.
2. Quality Assurance/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'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 whom have demonstrated proficiency in the pertinent subject matter per FACS's QA/QC program.
3. Additional items.
 - a. FACS will engage in communication, coordination and research activities as required in order to complete the above scope of work.
 - b. Conditions may arise that significantly change the scope of work and authorized amount during the course of FACS's engagement. These changes will be agreed to by FACS and Client as they arise and the additional amount will be added to the original project cost.

- c. 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 coordinate with SMMUSD to provide services over the course of this fiscal year.

Cost

The project will be charged on a time and materials basis according to the attached Fee Schedule (Attachment A). A contract total of **\$7,500** is authorized at this time.

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 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 and consideration.

Respectfully,
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.



Lydia Feng, MS, CIH

Attachment A: Fee Schedule (2025 CA)
Attachment B: General Terms and Conditions

ACCEPTANCE

Proposal #: **Proposal for IEQ Support 2025-26**
PJ88022

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

Santa Monica Malibu Unified School District

By: _____

Name: _____

Title: _____

Date: _____

Purchase/ _____

Work Order #: _____

ATTACHMENT A

(Fee Schedule)

LABOR RATES

DESIGNATION	HOURLY RATE
Senior CIH	\$350
CIH/Principal Scientist	\$320
Senior Project Manager	\$245
Project Manager	\$200
Project Specialist	\$175
Senior Technician	\$160
Technician	\$140
Project Coordinator	\$140
Administrative Support	\$115

Right People.

Right Perspective.

Right Now.



LABORATORY ANALYTICAL RATES (PER SAMPLE)

ANALYSIS*	TURNAROUND TIME**					
MICROBIOLOGY	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Non-Viable Air	\$185	\$150	\$135	\$85		
Non-Viable Bulk	\$135	\$125	\$85	\$65		
Total Coliform & E. Coli (MUG)		\$180	\$135			
ASBESTOS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
PCM (air)	\$31	\$26	\$24	\$22	\$20	\$18
TEM (air)	\$300	\$225	\$200	\$175	\$150	\$125
PLM ≤ 3 LAYERS (bulk)	\$44	\$39	\$34	\$30	\$28	\$25
PLM > 3 LAYERS (bulk)	\$70	\$55	\$50	\$45	\$41	\$38
METALS	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Lead – Atomic Absorption	\$70	\$60	\$50	\$40	\$35	\$30
SMOKE	Same Day	1 Day	2 Days	3 Days	4 Days	5 Days
Particle Identification – Smoke	\$550	\$350	\$275	\$225	\$175	\$145

*Listed analyses and pricing are not exhaustive, but is representative of our most requested items

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

MISCELLANEOUS

Mileage: Cost plus 15%
Reimbursables: Cost plus 15%
Equipment and Consumables: Cost plus 15%
Off-Hours Lab Opening Fee: \$400

Deposition/Testimony: Labor Rate x 1.5
Emergency Response: Labor Rate x 2
Overtime: Labor Rate x 1.5

2025 CA 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.