

DEC 18 2025

INDEPENDENT CONSULTANT AGREEMENT FOR HAZARDOUS MATERIALS CONSULTING SERVICES

MENLO PARK CITY SCHOOL DISTRICT

This Independent Consultant Agreement for Hazardous Materials Consulting Services ("Agreement") is made and entered into as of the 18th day of December, 2025 by and between the **Menlo Park City School District**, ("District") and **North Tower Environmental, Inc.** ("Consultant"), (together, "Parties").

WHEREAS, Government Code section 4526, authorizes the District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required;

WHEREAS, Public Contract Code 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements;

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, the Consultant is trained, experienced, and competent to perform the Services required by the District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide HazMat consulting services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** Consultant shall commence providing services under this Agreement on December 19th, 2025 and will diligently perform as required and complete performance by February 28th, 2025.
- 3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification (**Exhibit "C"**)
- Prevailing Wage Certification (**Exhibit "C"**)
- Fingerprinting/Criminal Background Investigation Certification (**Exhibit "C"**)
- Insurance Certificates and Endorsements
- W-9 Form
- Other: _____

- 4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Nineteen Thousand, Seven Hundred Forty Dollars and No/100 Cents (\$19,740.00)**. District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

- 4.2. If hourly billing applies, the Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** The itemized invoice shall reflect the hours spent by Consultant in performing its Services pursuant to this Agreement.
- 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.
6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
8. **Performance of Services.**
- 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.
- Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

8.4.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

8.4.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by the Consultant; or

- 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification.

- 13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.
- 13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant's obligation pursuant to this Article includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant from amounts owing to Consultant.

14. Insurance.

14.1. **Coverage.** The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District,

stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice.”

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, Professional Liability, and Employers’ Liability Insurance. An endorsement shall also state that Consultant’s insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers’ Compensation Insurance, and Employers’ Liability Insurance Policies shall be written on an occurrence form.

14.2.5. Insurance written on a “claims made” basis shall be retroactive to a date that coincides with or precedes Consultant’s commencement of the Services, including subsequent policies purchased as renewals or replacements.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

14.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

16. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

17. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
18. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
19. **Certificates/Permits/Licenses/Registrations.**
- 19.1. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 19.2. Consultant certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 19.3. Consultant certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Consultant is performing Services as part of a "public works" or "maintenance" project, and since the total compensation is one thousand dollars (\$1,000) or more, the Consultant agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.
20. **Anti-Discrimination.** The District's policy is that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900, and Labor Code Section 1735, and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
21. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 21.1. All site visits shall be arranged through the District;

- 21.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 21.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 21.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
 - 21.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 21.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
22. **Disabled Veteran Business Enterprises.** Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District may have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the community college district for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
23. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant. Any such assignment shall be null and void.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms

and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
34. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
35. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
36. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature.
37. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: December 18, 2025

Dated: Dec 15, 2025

Menlo Park City School District

North Tower Environmental, Inc.

Signed By: 

Signed By: 

Print Name: Kristen Gracia

Print Name: Carolyn Henry

Print Title: Superintendent

Print Title: President

Information regarding Consultant:

License No.: 02-0837

94-3248926 :

Address: 1485 Bayshore Blvd, #185
San Francisco, CA 94124

Employer Identification and/or
Social Security Number

Telephone: 415 740 8969

Facsimile: _____

E-Mail: carolyn@northtowerenv.com

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: CA
 Limited Liability Company
 Other: _____

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.

Consultant shall provide all HazMat consulting services that the District may request for each Project listed below. The Consultant must be a registered Professional Engineer in California with experience in hazardous materials assessment and reporting. Consultant shall coordinate its Services with the District's representative, or designee. Consultant shall also coordinate its Services with the District's other consultants.

School Site	Property Address	Project Description
Laurel School	95 Edge Road, Atherton, CA 94027	Lower Campus (Buildings A, B, C, G, HOCC and Multi-Purpose)

The Services to be provided by Consultant include, but are not limited to, the following:

Consultant must provide turn-key services for such Hazardous Material Assessment Consulting Services. Consultant must provide such services in a timely manner and on short notice so as to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

The hazardous materials assessment consulting services portions of this Project shall be performed under the direction of a Certified Asbestos Consultant (and Lead HazMat Inspector), which shall be the Consultant of Record for the HazMat Scope of the Project.

The work to be provided by the Consultant includes, but is not limited to, the following:

1. Performing of required inspections, sampling, testing, of hazardous materials.
2. Pre-construction and construction reporting and work plans, project oversight and management, clearance testing, and related services to remove the various building-related hazardous materials to assist the Owner in securing the necessary permits and licenses in accordance with all applicable building codes and any Regulatory Agencies' requirements.
3. The Hazmat team should consist of a Certified Asbestos Consultant to complete the environmental assessments and services described herein.

Consultant will furnish, without limitation, all necessary labor, materials, hardware, software, tools, testing, and equipment to complete the work described in this Agreement.

Consultant is responsible to plan, obtain permits for, prepare notifications, inspect, and close out a comprehensive hazardous material abatement/mitigation program that will result in the District's ability to proceed with demolition and other construction work where applicable. Consultant must provide verification that the abatement work is complete to ensure that subsequently demolished building materials will be free of hazardous materials contamination. Consultant shall review all requirements applicable to the scope of work of project(s) requiring its Services and ensure compliance throughout the duration of the contract.

Consultant Scope of Work includes:

A. Department of Toxic Substances Control (DTSC) Compliance

Consultant must represent the District with DTSC through and including the DTC's "No Further Action" determination. Services may include but are not limited to:

1. Coordination and correspondence with DTSC.
2. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
3. Coordination with DTSC for review of ESA
4. Completion of a draft PEA work plan to expedite DTSC review process.
5. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
6. Coordination and Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - a. High Voltage Power Transmission Lines
 - b. Airports/Hazardous Air Emissions and Facilities Within a Quarter Mile
 - c. Railroads
 - d. Pressurized Gas, Gasoline, or Sewer Pipelines
 - e. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - f. Major Roadways
 - g. Tsunami, Flood, and Dam Inundation
 - h. EMF Frequencies

B. Building inspection, Sampling, and Testing

1. Inspect all buildings, utilities, and structures for both asbestos-containing building materials (ACBM) and asbestos-containing construction materials (ACCM). Retrieve a sufficient number of samples of other hazardous materials including paint coatings, PCB bedding sealants, expansion joint gaskets, etc.
2. Inspect for the presence of suspected ACBM, ACCM, lead coatings, mercury thermostats, fluorescent tubes, PCB ballasts, PCB caulking and bedding sealants, ionization smoke detectors, Freon and other refrigerants, building maintenance chemicals such as paints, lacquers, cleaning agents, Halon, emergency generator lubricants and fuels, hydraulic elevator fluids, and any other hazardous materials that will be subject to regulatory abatement requirements.
3. Perform destructive testing to expose hidden and inaccessible mechanical shafts, plenums, and furred out spaces, and hidden layers of ceiling systems and floor coverings. The intent of this task is to require all ceiling and floor covering systems to be properly and completely characterized regarding type and number of layers requiring abatement. This task requires selective demolition of window assemblies to the extent that beading sealants and caulks are sampled. All roofs comprised of different building materials must be cored to the deck in at least one location.
4. Define the various hazardous materials' locations and homogenous areas, condition; measure the quantities, and evaluate hazardous materials found.

C. Laboratory Testing and Evaluation

1. Submit all materials sampled, under chain of custody protocols, to a suitable accredited laboratory for analysis.
2. Review, evaluate and interpret all laboratory results. Determine the impact each of the hazardous materials will have on the abatement and demolition work.
3. Record and document all inspection findings in a bound report and submit for review to all Authorities Having Jurisdiction ("AHJ").

D. Abatement Plan, Demolition and Abatement Project Designs and Drawings

1. Provide a report summarizing the findings of the inspection, samples, and testing including an Abatement Plan, where applicable.
2. In the Abatement Plan, provide a hazardous materials abatement program following all regulatory requirements and protecting the public.
3. Create a detailed pre-demolition survey, where applicable, including scaled drawings showing the location, types, and quantities of hazardous materials to be abated, removed, or remediated. Show on the drawings a suitable number of details and demonstrate the required extent of soft demolition required to access the hazardous materials, and the required sequence of the work.
4. Prepare a Dust Mitigation Plan to submit along with the items noted above to comply with AHJ and any other relevant regulatory requirements.

E. Cost Estimate and Schedules

1. Assist and collaborate with Construction Manager (CM) and General Contractor (GC) to develop preliminary abatement schedules for the hazardous material abatement and hard demolition work for both a conventional demolition and/or implosion methodology. Schedule must comply with a maximum duration provided by the Owner.
2. Provide an estimate of abatement costs based on the inspection report and laboratory testing for a conventional demolition and/or implosion methodology.

F. Abatement Permit Documentation

1. Assist CM or GC to develop technical recommendations for the scope of the Abatement and Demolition RFP that clearly describe the physical abatement work and associated processes.
2. Prepare the "Abatement Plan" and "Demolition and Abatement Project Designs and Drawings" as defined in subsection "Abatement Plan, Demolition and Abatement Project Designs and Drawings," above, and any other required documentation for inclusion in the Demolition and Abatement RFP.
3. Assist in conducting a pre-job bid walk.
4. Respond to technical clarification requests.
5. Collaborate with Owner, CM and/or GC to evaluate each of the submitted bids for abatement contractor as necessary and make a recommendation of contract award.
6. Create bid tabulation for direct comparison between bids.

G. Abatement Inspection Services

1. Inspect the hazardous materials abatement work as required by codes and regulations.
2. Attend District/CM/GC regular progress meetings during abatement.
3. Identify air monitoring requirements for the abatement contractor to perform.
4. Represent the District's interest in meetings with environmental regulatory agencies where required.
5. Review abatement contractor pre-work submittals relating to abatement of hazardous materials.
6. Verify submitted change order conditions where applicable.
7. Create, post, and update weekly hazardous materials abatement status graphically showing the areas or floors in containment.
8. Observe and record or otherwise document the abatement contractor's performance for compliance with the construction documents, and with regulatory mandated practices to ensure the abatement contractor follows all asbestos safety procedures.
9. Perform site inspections and prepare close-out reports as required

H. Abatement Oversight and Clearances

1. Monitor initial containment, perform inspection, and issue approval.
2. Perform daily containment inspections as necessary.

3. Ensure compliance with contract documents.
4. Ensure compliance with Federal EPA regulations, Cal OSHA regulations, and all other AHJ and applicable statutory requirements.
5. Conduct interior and ambient exterior air monitoring during abatement and building demolition to document asbestos and lead air quality outside the work area.
6. Conduct aggressive clearance testing for asbestos by transmission electron microscopy (TEM) for each floor or work area.
7. Confirm waste packaging and profiling.
8. Sign all hazardous waste manifests on the District's behalf, as requested.

I. Close-Out Documents

1. Prepare a final letter of completion documenting the building(s) is/are ready for structural demolition. Should it be decided that the structure will be imploded, the Consultant shall prepare the required documentation for submission to Local Air Quality Management District and other regulatory agencies, certifying that the building(s) has/have no hazardous materials remaining inside.
2. Complete all project documentation, organize and develop a final submittal hard copy and pdf electronic file.

Consultant must keep proper records of all projects for Hazardous Materials Assessment Services, pursuant to contracted services including, but not limited to, copies of all project correspondence, submittals, shop drawings, and schedules. All such project records shall be submitted to the District after the completion of the project and shall become property of the District.

EXHIBIT "B"
HOURLY BILLING RATES

Consultant's entire proposal is **not** incorporated.

SCHEDULE of FEES

North Tower Environmental

CLASSIFICATION	RATE
Project Field Technician / Cal Osha CSST / CDPH PM	\$ 90.00 / hour
Project Manager / Cal Osha CAC / CDPH IA	\$ 115.00 /per hour
Administrative / Clerical	\$ 55.00 / hour
Certified Industrial Hygienist (not anticipated to be needed)	\$ 210.00 / hour

Other Service Charges

Minimum Charge for a Site Visit	2 Hours
Travel Time	No Charge
Vehicle	No Charge
Overtime/Weekend	1.5 x hr rate
Holiday	2 x hr rate

<u>Laboratory Services - Asbestos</u>	24 Hour	3-5 Days
PCM (NIOSH 7400)	\$ 15	\$ 12
TEM (AHERA)	\$ 95	\$ 65
PLM (EPA Method)	\$ 18	\$ 15
<u>Laboratory Services- Individual Metals (Lead)</u>	24 Hour	3-7 Days
Flame AA - Air (NIOSH 7082)	\$ 19	\$ 16
Flame AA - Paint Chip (SW-846-7000B)	\$ 19	\$ 16
Flame AA - Dust Wipe (SW-846-7000B)	\$ 19	\$ 16
ICP AIR (NIOSH 7300/7303)	\$ 150	\$ 64
ICP Wipes (SW846-6010D/6020B)	\$ 199	\$ 75
<u>Lab Services (Other)</u>	24 Hour	Standard
PCB (Aroclor) (8082)	n/a	\$ 115

EXHIBIT "C"

CERTIFICATIONS

1. WORKERS' COMPENSATION CERTIFICATION
2. PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION
3. FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 12/15/25
Name of Consultant: Caroyn Henry
Signature: *Carolyn Henry*
Print Name and Title: Carolyn Henry, President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Agreement.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 12/15/25

Name of Consultant: North Tower Environmental, Inc.

Signature: *Carolyn Henry*

Print Name and Title: Carolyn Henry, President

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Services of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Agreement interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.

- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: 12-15-25

Name of Consultant: North Tower Environmental, Inc.

Signature: *Carolyn Henry*

Print Name: Carolyn Henry

Title: President

END OF EXHIBIT