

**INDEPENDENT CONSULTANT AGREEMENT FOR
CALIFORNIA ENVIRONMENTAL QUALITY ACT CONSULTING SERVICES**

This Independent Consultant Agreement for **California Environmental Quality Act ("CEQA") Consulting Services** ("Agreement") is made and entered into as of the 15th day of January, 2026 by and between the **Menlo Park City School District**, ("District") and **PlaceWorks** ("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, 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 CEQA 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 January 16, 2026 and will diligently perform as required and complete performance by January 17, 2028.
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 **Ninety-Nine Thousand Six Hundred Thirty-Nine Dollars and No/100 Cents (\$99,639.00)**. 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. The schedule of deliverable Services is as follows:

- 4.1.1. _____
- 4.1.2. _____

- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, 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, except as follows:

5.1. _____.

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.

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. **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.

13. Termination.

13.1. **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.

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

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

13.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage.

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.

14. Indemnification.

14.1. 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 substantiated 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, indemnify, and hold harmless the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from substantiated 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 and limited to insurance proceeds. 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.

- 14.2. 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 be restricted to insurance proceeds.
- 14.3. 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.

15. Insurance.

- 15.1. **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

- 15.1.1. **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.)
- 15.1.2. **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. 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.

15.1.3. **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.

15.2. **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:

15.2.1. 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."

15.2.2. 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.

15.2.3. An endorsement stating that the District and its Board of Education, 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.

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

15.3. **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.

16. **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.

17. **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.

18. **Compliance with Laws.**

18.1. 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.
- 19.4. For all Consultant personnel on District property, Consultant shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, Consultant and Consultant's personnel shall continue to comply with all other applicable terms in the California Department of Public Health's State Public Health Officer Orders.

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.** Education Code Section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
- 23. 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.
- 24. 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:
- 24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 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. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email transmission, addressed as follows:

District:

Menlo Park City School District
181 Encinal Avenue
Atherton, CA 94027
ATTN: Sandra Franco, Director of
Maintenance, Operations & Transportation
Email: sfranco@mpcsd.org

Consultant:

PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
ATTN: Kara L Kosel, Vice President Finance
Email: kkosel@placeworks.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

37. **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.

38. **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.

39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: January 16, 2026

Dated: December 23, 2025

Menlo Park City School District

PlaceWorks

Signed By: 

Signed By: 

Print Name: Kristen Gracia

Print Name: Kara L Kosel

Print Title: Superintendent

Print Title: Vice President, Finance

Information regarding Consultant:

License No.: n/a

95-2975827 :

Address: 3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

Employer Identification and/or
Social Security Number

Telephone: 714 966 9220

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.

Facsimile: 714 966 9221

E-Mail: kkosel@placeworks.com

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 CEQA 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 CEQA assessments. 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 Lower Campus	95 Edge Road, Atherton, California 94027	Elementary School and Early Learning Programs; Two modernization options to replace existing classroom pods and provide new administrative and multi-purpose facilities

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

Scope of Work

TASK 1. PROJECT INITIATION

Notice of Exemption and Initial Study/Mitigated Negative Declaration

Task 1.1. Kick-Off Meeting

PlaceWorks' Principal-in-Charge (PIC) and Project Manager (PM) will participate in one virtual project initiation/kick-off meeting with the District to discuss the proposed project; collect available project information; set a plan/protocol for meetings and communication; and discuss the project timeline. Prior to the kick-off meeting, PlaceWorks will share an agenda. Following the meeting, PlaceWorks will develop a detailed CEQA schedule to meet the project's timeline, provide the District with a list of data needs, and distribute meeting notes with clearly defined action items and roles.

Task 1.2. Site Visit

PlaceWorks will conduct a site visit to develop an understanding of the existing conditions of the project site (including identifying trees to be removed as part of the proposed project). We will collect general photo-documentation of the project site and document our initial site observations. Project site photographs will be incorporated into the project description.

Task 1.3. Project Description

PlaceWorks will draft a project description using the site plan, graphics, and textual information provided by the District. The project description will include detailed information on project features, including construction and operation. In addition, the project description will describe the approvals necessary to process the proposed project. We will submit one copy of the draft project description in Word for review and approval by District staff prior to beginning the environmental review for the proposed project.

It is assumed that the complete updated site plan will be available for the preparation of the project description. Once the project description is approved by the District, PlaceWorks will prepare the CEQA document and technical analyses. If there are changes to the project description once we have begun the CEQA document and/or technical analyses, additional scope and budget to update the CEQA document and/or technical studies may be needed.

Deliverables:

- Kick-off Meeting Attendance (virtual) and Materials
- Project Schedule and Data Needs
- Site Visit
- Draft Project Description (electronic copy)

TASK 2. TECHNICAL STUDIES

It is assumed that the District will provide the following items for the preparation of the NOE or IS/MND:

- » Grading and utility plans
- » Hydrology and drainage report (if available)
- » Geotechnical report (if available)

For the purposes of this proposal, these documents are assumed to be complete and contain the information necessary to adequately evaluate the environmental impacts associated with the proposed project.

PlaceWorks and its subconsultants will prepare the following technical analyses to support the proposed project and preparation of the NOE or IS/MND.

Task 2.1. Architectural History Evaluation

Notice of Exemption and Initial Study/Mitigated Negative Declaration

As a subconsultant to PlaceWorks, Eileen Barrow & Associates will prepare an Architectural History Evaluation. The scope of work includes conducting archival research to establish the relevant historic context and determine whether the campus is associated with significant historic events or persons or embodies distinctive architectural characteristics. Research will be performed through county records, local historical societies, online databases, and the library of Eileen Barrow & Associates, and will be supplemented by outreach to individuals familiar with the project site and its buildings.

Eileen Barrow & Associates will complete an on-site examination of the project site, including photo documentation. Based on the findings of the archival research and field investigation, Eileen Barrow & Associates will prepare appropriate DPR 523 forms summarizing the information gathered through historical research and field examination. These forms will provide a complete record of the evaluation and will be suitable for submission to the District.

The evaluation will include a determination of eligibility for listing in the National Register of Historic Places and the California Register of Historical Resources. Lastly, Eileen Barrow & Associates will prepare a written report of findings that summarizes the preceding tasks and offers recommendations for the treatment of historic properties or potential historic properties.

Deliverable:

- Architectural History Evaluation (electronic)

Task 2.2. Phase I Environmental Site Assessment

Notice of Exemption and Initial Study/Mitigated Negative Declaration

As a sub consult to PlaceWorks, Padre will prepare a Phase I Environmental Site Assessment (ESA) that will include the tasks below.

Site History. Padre will research and review pertinent, readily available geologic and hydrogeologic literature, and available historical aerial photographs, Sanborn Fire Insurance Maps, and topographic maps of the project site and surrounding area. Additionally, Padre will interview knowledgeable personnel identified by the District who are familiar with the historical operations at the project site and will review documents supplied by the current property owner.

Site Reconnaissance. Padre will perform a reconnaissance of the project site and evaluate the project site and adjacent areas for potential sources of hazardous substances contamination. The reconnaissance will include a detailed site visit to assess the presence of on-site hazardous substances use, storage, treatment, and/or disposal.

Regulatory Agency Review. Padre will obtain a current governmental database search report for the project site and the area within a one-mile radius of the project site. Padre will also contact applicable municipal, county, state, and federal agencies to review readily available files, records, permits, and known site lists, as well as interviewing knowledgeable agency personnel.

Report Preparation. Padre will prepare and submit a report summarizing the results of the findings, which will present interpretations and recommendations as they pertain to hazardous substances at the project site and adjacent areas. Padre will recommend additional assessment, if warranted, based on information from the assessment. Padre will submit an electronic copy of the final report.

Deliverables:

- Phase I ESA Report (electronic)

Task 2.3. Air Quality, Energy, and Greenhouse Gas Emissions Analysis and Construction Health Risk Assessment

Initial Study/Mitigated Negative Declaration

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions analysis to evaluate potential impacts from the construction and operation of the proposed project. The analysis will be consistent with the current methodology of the Bay Area Air District (Air District). Modeling of criteria air pollutant and GHG emissions will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod). In addition, PlaceWorks will prepare a Construction Health Risk Assessment to support the Air Quality analysis of the IS/MND. Modeling results will be included as an appendix to the environmental document.

Construction Phase. PlaceWorks will quantify short-term criteria air pollutant and GHG emissions from construction activities associated with the proposed project using the latest version of the California Emissions Estimator Model (CalEEMod). For the purpose of this scope and cost assessment, it is assumed that construction activities would be conducted in up to two construction phases. The construction regional emissions inventory will be based on the construction schedule for the project, construction duration, soil haul volumes (if applicable), and anticipated construction equipment for each construction subphase, as provided by the District. Where information is unavailable, PlaceWorks will use CalEEMod defaults, as appropriate, and work with the District to develop the construction assumptions. The calculated project-related construction emissions will be compared to the Air District's air quality significance thresholds for construction. Due to the proposed construction's anticipated proximity to existing sensitive receptors (students on-site and residences adjacent to the campus boundaries) and the expected duration and intensity of construction activities (i.e., demolition of existing structures and construction of proposed structures), a construction HRA is proposed. If needed, mitigation will be considered and included to reduce impacts to less than significant.

Operational Phase. The proposed project would generate criteria air pollutant and GHG emissions during operation from the use of vehicles, on-site equipment, architectural coating, and consumer product use. The proposed project is anticipated to result in an increase in building square footage of fewer than 488,000 square feet, which represents the Air District's qualitative screening criteria for elementary school project types. Therefore, PlaceWorks will qualitatively assess criteria air pollutants for the proposed project using the Air District's applicable screening criteria and methodology. In addition, the San Francisco Bay Area Air Basin is classified as in Attainment for CO standards, a qualitative assessment of carbon monoxide (CO) hotspots will be provided. This analysis will assume no stationary source equipment to be included on the project site. Furthermore, PlaceWorks will prepare a qualitative assessment of potential odor generation as well as a consistency evaluation of the proposed project with applicable Air District air quality management plans. In addition, PlaceWorks will provide a qualitative evaluation of potential

operational health risk impacts from project-related operation. If needed, mitigation will be considered and included to reduce impacts to less than significant.

Greenhouse Gas Emission Analysis. PlaceWorks will also provide a discussion on the GHG reduction goals of Senate Bill 32 (SB 32), Assembly Bill 1279 (AB 1279), and SB 375. To achieve the GHG reduction targets of SB 32, the California Air Resources Board (CARB) released the 2022 Scoping Plan Update to address the State's carbon neutrality targets of AB 1279. In addition, the Association of Bay Area Governments (ABAG) has adopted a regional transportation plan/sustainable communities strategy (RTP/SCS) to ensure that the Bay Area region can attain the regional transportation-related GHG reduction goals of SB 375. To demonstrate consistency with the State's 2045 GHG emission reduction targets, the Air District's 2022 CEQA Air Quality Guidelines recommends that lead agencies evaluate consistency of the project with three primary objectives of the 2022 Scoping Plan: transportation electrification, VMT reduction, and building decarbonization. In accordance with the updated Air District best management practices approach to evaluating GHG impacts, projects would be determined to have less than significant impacts if they are: 1) determined consistent with a local qualified GHG reduction strategy (i.e., Climate Action Plan [CAP]) via CEQA Guidelines Section 15183.5, or 2) designed to be 100 percent electric (no natural gas), provide electric vehicle charging spaces in conformance with the Tier 2 standards of the California Green Building Standards Code (CALGreen), and are consistent with locally adopted VMT thresholds. Because the Town of Atherton's CAP was updated in 2023, PlaceWorks will prepare a consistency evaluation of the proposed project with the Town's CAP objectives, such as 100 percent electric new buildings, VMT reduction, solid waste reduction, and water use reduction. However, should it be determined that the CAP is not considered qualified consistent with CEQA Guidelines Section 15183.5 or cannot be otherwise used for a consistency analysis for the project, PlaceWorks will analyze the proposed project against the Air District's three best management practices design features to determine potential GHG impacts. If necessary, these measures may be proposed as mitigation if they are not otherwise included in the project design.

Energy Impact Analysis. PlaceWorks will qualitatively assess construction and operational energy use based on project characteristics and vehicle trip data. PlaceWorks will prepare average daily vehicle trip generation estimates from the latest Institute of Traffic Engineers' Trip Generation Manual for the project type to assist in describing operational energy demand and to support the air quality and noise analyses included in this scope. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program (RPS) and other local energy-related regulations, policies, and plans.

Construction Health Risk Assessment. PlaceWorks will prepare a quantitative construction HRA to assess the health risk impacts experienced by on-site and off-site sensitive receptors resulting from construction of the project. The construction HRA will include air dispersion modeling results, cancer risk calculations, and a discussion of the health factors considered in the HRA. The results of the construction HRA will be compared to the Air District's health risk impact criteria of no greater than 10 in one million cancer risk, no greater than 1.0 hazard index for non-cancer risks,

and no greater than an annual average PM_{2.5} concentration of 0.3 micrograms per cubic meter. If needed, mitigation will be considered and included to reduce impacts to less than significant.

Deliverables:

- Air Quality, Energy, GHG Emissions sections of the environmental document
- CalEEMod emission results, air dispersion modeling, and health risk calculation sheets appended to the environmental document
- Construction health risk assessment incorporated into the Air Quality section of the MND.
- Air dispersion modeling and health risk calculation sheets appended to the MND.

Task 2.4. Noise and Vibration Analysis

Initial Study/Mitigated Negative Declaration

PlaceWorks will prepare the noise and vibration technical analyses for the proposed project. The technical noise impact analysis will discuss relevant standards and criteria for noise exposure, including those in the Town of Atherton General Plan Noise Element and Municipal Code. The results of this analysis will be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions. To characterize the existing conditions, PlaceWorks will conduct a noise measurement survey to establish ambient noise conditions. The survey will consist of up to 4 short-term (15-minute) locations. These measurement locations will be selected by PlaceWorks and will take into consideration the location of existing roadways and noise sensitive receivers in the project vicinity. The results of the noise measurement survey will be incorporated into the environmental document prepared for the proposed project.

Transportation Noise. PlaceWorks will assess the potential in traffic noise level increases along project defined roadways and identify areas along roadway segments that would either be exposed to noise levels above established criteria or result in an increase of more than 3 dBA over baseline levels.

Stationary Noise. Noise from stationary sources at the project site (pick-up/drop areas, mechanical equipment) will also be addressed and assessed based on local noise standards. PlaceWorks will analyze noise impacts from stationary sources in terms of potential impacts to noise-sensitive receptors in the immediate vicinity of school campuses and the noise limitations identified within the Town's Municipal Code.

Construction and Demolition Noise and Vibration. PlaceWorks will provide a quantitative analysis for potential construction impacts associated with implementation of the proposed project. Noise and vibration effects from demolition and construction activities will be estimated based on available construction information provided by the District, and the results will be discussed in terms of accepted local noise standards and the Federal Transit Administration guidance manual

on vibration impacts. Feasible mitigation measures, if required, will be identified to minimize noise and vibration impacts associated with implementation of the proposed project.

Deliverables:

- The noise and vibration analysis will be summarized in the environmental document with technical modeling included as an appendix.

Task 2.5. Tribal Consultation Letters

Initial Study/Mitigated Negative Declaration

Consultation with California Native American tribes under AB 52 is the responsibility of the CEQA lead agency—in this case, the District. However, PlaceWorks can assist the District with the consultation process. AB 52 states that tribes interested in consulting must submit or have submitted a general request letter to the lead agency to consult under AB 52 on projects requiring the preparation of a negative declaration, MND, or EIR. AB 52 requires that each group that has submitted general consultation requests must be contacted by letter to provide them with information about the proposed project and ask if they wish to consult with the agency for the project being proposed.

PlaceWorks will support the District with its AB 52 tribal noticing. PlaceWorks will coordinate with the District to determine which tribes have submitted general requests in writing to consult under AB 52. PlaceWorks will draft the template consultation letters on behalf of the District and submit them to District staff for review and use. District staff will need to print the final letters on agency letterhead and mail the letters to the tribes. It is assumed that the District will consult with tribes if requested during the AB 52 process. The AB 52 process must be complete before the proposed project can proceed to the board meeting.

Deliverable:

- Template tribal consultation letters (electronic)

TASK 3. NOTICE OF EXEMPTION

Task 3.1. Administrative Draft Categorical Exemption Attachment

PlaceWorks will prepare an administrative draft categorical exemption attachment that will include a detailed environmental setting and project description discussion, show that the project satisfies the conditions of the applicable categorical exemption classes, and evaluate each of the six exceptions to demonstrate that none of them apply. Given the proposed project's scope and operational improvements, a qualitative analysis is appropriate and sufficient to justify the proposed project's eligibility for a categorical exemption. The document will include supporting exhibits and tables, as needed. The completed administrative draft will be submitted to the District for review and comment. For the purposes of this proposal, we incorporated one round of review

of the administrative draft categorical exemption attachment with the District. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required.

Deliverable:

- Administrative Draft Categorical Exemption Attachment (electronic)

Task 3.2. Final Categorical Exemption Attachment

PlaceWorks will review and revise the administrative draft categorical exemption attachment based on District's comments, verifying that all comments have been adequately addressed. PlaceWorks will provide an electronic copy of the final categorical exemption attachment.

Deliverable:

- Final Categorical Exemption Attachment, including Appendices (if any) (electronic)

Task 3.3. Notice of Exemption

Concurrently with the preparation of the categorical exemption attachment, PlaceWorks will prepare the NOE form. After project approval, PlaceWorks will file the NOE with the County Clerk and State Clearinghouse.

Deliverables:

- NOE (draft and final versions, [electronic])
- NOE Filing with County Clerk and State Clearinghouse

TASK 4. INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Task 4.1. Administrative Draft IS/MND

PlaceWorks will then prepare an administrative draft IS/MND. The administrative draft IS/MND will include a comprehensive project description and analyze each topical area of the CEQA Appendix G checklist, which includes: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, and Wildfire. Findings will be clearly substantiated in the IS/MND for each topical area checklist question to conclude: (1) no impact, (2) impacts will be less than significant, or (3) impacts will be less than significant with mitigation incorporated.

The IS/MND will follow the District's format and will clearly identify and address all potential environmental issues facing the proposed project. It will be clearly written and will avoid the use of technical jargon, to the extent possible, so that the document is easily understood. The existing conditions of the project site will be used to set the baseline for the environmental analysis. The IS/MND will be prepared in accordance with the requirements of CEQA (California Public Resources

Code, Sections 21000 et seq.) and State CEQA Guidelines (California Code of Regulations, Sections 15000 et seq.).

The completed administrative draft IS/MND will be submitted to the District for review and comment. Our proposed schedule and budget assume that a complete administrative document will be prepared for review and comment. PlaceWorks' project manager will meet with the District to discuss and resolve any comments or questions in the administrative draft. Follow-up with the District will be conducted as necessary to respond to comments.

For the purposes of this proposal, we incorporated **one round of review** of the administrative draft IS/MND with the District. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required.

Deliverable:

- Administrative Draft IS/MND (electronic), including technical appendices

Task 4.2. Public Review Draft IS/MND

Following receipt of District comments, PlaceWorks will submit a printcheck draft that incorporates the team's comments. The print-check document is the final internal version before the IS/MND is available publicly and goes into reproduction. If there are no comments on the printcheck draft version, it would be the final IS/MND. If there are comments on the printcheck draft CEQA document, PlaceWorks will incorporate the comments and provide the final IS/MND. We anticipate that comments on the printcheck CEQA document will be editorial and will not include major revisions to the analysis. Our budget assumes that PlaceWorks will provide the final IS/MND in electronic format (PDF) for the District to post on its website and to print to have available at the District office.

Deliverables:

- Printcheck Draft IS/MND (electronic)
- Public Draft IS/MND (electronic)

Task 4.3. Notice of Intent

Concurrent with the preparation of the printcheck draft, PlaceWorks will prepare the notice of intent (NOI) for the District's review. The NOI will provide a summary of the project description and an explanation of the scope of issues included in the public review IS/MND. The NOI will clearly identify the public review period, contact person, and address established for submitting comments on the public review IS/MND. **One round of review** is assumed for the notice of intent.

It is assumed that PlaceWorks will file and distribute the notices with the State Clearinghouse, San Mateo County Clerk, and up to 20 responsible and trustee agencies as identified on a distribution list to be developed in consultation with the District. It is assumed that the District will be

responsible for all newspaper notices, radius mailings, distribution to students/staff, and site postings, and will post the notices and IS/MND on the District’s website (as needed). The public review period for an IS/MND is 30 days. This task also includes preparation of the notice of completion and summary form, which are filed with the State Clearinghouse.

PlaceWorks can support additional distribution efforts, if requested, at additional cost (such as mailings to a 500-foot radius, if desired). Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required.

Deliverables:

- Draft and final NOI (electronic)
- Notice of completion and summary form (electronic)
- Distribution of NOI to District-approved Distribution List (up to 20 certified mailings) and filing with County and State Clearinghouse

Task 4.4. Response to Comments and Final IS/MND

PlaceWorks will prepare responses to comments raised during the public review period for the IS/MND. Responses will be provided in a response to comments memorandum. If an unexpected level of effort is needed to respond to comments and/or additional staff time becomes necessary, PlaceWorks will develop a strategy for responding to comments in coordination with the District and/or work with the District to seek a mutually agreeable budget augmentation. In addition, where the text of the IS/MND must be revised, the text will be isolated as “text changes” in an errata cover page that will be incorporated into the IS/MND, indicating deleted text by strikeout and inserted text by double underline. An administrative draft version of the responses to comments memorandum and errata page (if needed) will be submitted to the District for review and comment. **One round of review** and comment is assumed for this task. After receiving the District’s comments and making the appropriate changes, PlaceWorks will submit a final version of the responses to comments to the District.

Deliverable:

- Response to Comments Memorandum for IS/MND and errata page, if necessary (electronic)

Task 4.5. Mitigation Monitoring and Reporting Program

PlaceWorks will prepare a Mitigation Monitoring and Reporting Program (MMRP) based on mitigation measures identified in the environmental document and pursuant to Section 21081.6 of the Public Resources Code. The MMRP will include all project-specific measures identified to avoid, minimize, rectify, restore, rehabilitate, reduce, eliminate, or compensate for environmental impacts pursuant to Section 21081.6 of the Public Resources Code. The MMRP will either use the standard District format or one of our own formats after approval by the District. The MMRP will identify the potentially significant impacts that would result from the proposed project, required

mitigation measures for each impact, project phase for implementation of mitigation measures, the party responsible for implementing the mitigation measure, and the District department or other agency responsible for monitoring the mitigation effort and ensuring compliance. This task assumes **one round of review** with the District. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required.

Deliverables:

- Draft MMRP (electronic)
- Final MMRP (electronic)

Task 4.6. Notice of Determination

Within five days of the final District approval of the IS/MND, PlaceWorks will prepare the required Notice of Determination (NOD) and file it with the San Mateo County Clerk and State Clearinghouse. PlaceWorks will be responsible for filing the final NOD with the San Mateo County Clerk's office and State Clearinghouse.

Our proposal does not include California Fish and Wildlife (CDFW) filing fees, which for 2026 is \$3,043.75 for an IS/MND. The County filing fee is \$50. It is assumed that the District will provide a check with the CDFW filing and County filing fees ahead of the board meeting.

Deliverables:

- Draft and Final NOD
- File NOD with County and State Clearinghouse

TASK 5. MEETINGS

Notice of Exemption and Initial Study/Mitigated Negative Declaration

Our scope of work and cost estimate assume two progress meetings with PlaceWorks' PIC and/or project manager in attendance for the NOE approach and up to three meetings with PlaceWorks' PIC and/or project manager in attendance for the IS/MND approach. Additional meeting participation time at the District's request can be provided at additional scope and fee.

It is assumed that PlaceWorks will not need to attend the board meeting for the proposed project. If PlaceWorks attendance is requested, additional scope and fee would be required.

Deliverable(s):

- Attendance at meetings with District Staff: 2 meetings for NOE approach and 3 meetings for IS/MND approach (virtual)

TASK 6. PROJECT MANAGEMENT

Notice of Exemption and Initial Study/Mitigated Negative Declaration

The project manager will be the primary contact and will be responsible for (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) coordinating and communicating with District staff to ensure that District policies and procedures are incorporated into the environmental documentation; and (3) ensuring that the environmental review process and documentation satisfy the statuses and guidelines of CEQA.

PlaceWorks will coordinate closely with District staff to ensure that the environmental documentation delivered to the District is legally defensible, accurate, and useful to decision makers considering the approval of the proposed project. The project manager will also coordinate with District staff throughout the process, not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays. Project management will occur throughout the CEQA process, including internal team and subconsultant coordination, and other project administrative needs to ensure high quality and efficient project processing and client reporting. The Project Management task is based on the estimated schedule for the project. If the schedule of the project is extended for reasons beyond PlaceWorks' control, a contract amendment may be required for additional fees for project management and coordination efforts. This task is based on four hours per month of the project manager's time and one hour per month of the PIC's time for the duration of the proposed project (based on the *Conceptual Schedule*, below).

Deliverable:

- Ongoing Project Management for the Duration of the Anticipated Project Schedule

END OF EXHIBIT

EXHIBIT "B"
HOURLY BILLING RATES

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

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Table 2. CEQA Cost Estimate

TASK	COST	
	NOE	IS/MND
Labor		
Task 1. Project Initiation		
Task 1.1 Kick-off Meeting	\$1,410	\$1,410
Task 1.2 Site Visit	\$2,810	\$2,810
Task 1.3 Project Description	\$5,270	\$5,270
Task 2. Technical Studies¹		
Task 2.1 Architectural History Evaluation	\$6,724	\$6,724
Task 2.2 Phase I Environmental Site Assessment	\$6,350	\$6,350
Task 2.3 Air Quality, Energy, and Greenhouse Gas Emissions Analysis and Construction Health Risk Assessment	--	\$16,245
Task 2.4 Noise and Vibration Analysis	--	\$11,890
Task 2.5 Tribal Consultation Letters	--	\$1,080
Task 3. Notice of Exemption		
Task 3.1 Administrative Draft Categorical Exemption Attachment	\$5,215	--
Task 3.2 Final Categorical Exemption Attachment	\$1,180	--
Task 3.3 Notice of Exemption	\$1,900	--
Task 4. Initial Study/Mitigated Negative Declaration		
Task 4.1 Administrative Draft IS/MND	--	\$25,425
Task 4.2 Public Review Draft IS/MND	--	\$3,340
Task 4.3 Notice of Intent	--	\$2,070
Task 4.4 Response to Comments and Final IS/MND	--	\$3,070
Task 4.5 Mitigation Monitoring and Reporting Program	--	\$1,230
Task 4.6 Notice of Determination	--	\$1,730
Task 8. Meetings	\$920	\$1,380
Task 9. Project Management	\$4,120	\$8,240

Subtotal – Labor	\$35,899	\$98,264
Reimbursable Expenses		
Noise Reimbursable Expenses	--	\$454
AERMOD Fee	--	\$250
Mileage	\$84	\$84
Reproduction and Distribution	--	\$387
Miscellaneous Printing, Mileage, Mailings	\$200	\$200
NOE Filing Fee (NOD filing fees not included; it is assumed that the District would provide a check for NOD filing fees)	\$50	--
Subtotal – Reimbursable Expenses	\$334	\$1,375
GRAND TOTAL	\$36,233	\$99,639

1. Subconsultants are billed at cost plus 10 percent. Mileage is billed at IRS-approved rate.

Table 3. PlaceWorks – 2026 Standard Fee Schedule

PlaceWorks – 2026 Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210–\$310
Associate Principal	\$195–\$295
Senior Associate II	\$170–\$280
Senior Associate I	\$160–\$240
Associate II	\$135–\$210
Associate I	\$125–\$195
Project Planner	\$105–\$185
Planner	\$90–\$165
Graphics Specialist	\$90–\$175
Administrator	\$145–\$250
Clerical/Word Processing/Technical Editor	\$45–\$175
Intern	\$80–\$135

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS approved rate. Possible yearly increase of 5% on bill rates.

2026_StdFeeSch_INTERIM-SCHOOLS

END OF EXHIBIT

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: December 23, 2025

Name of Consultant: PlaceWorks

Signature: Kara L. Kosel

Print Name and Title: Kara L Kosel, VP Finance

(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: December 23, 2025

Name of Consultant: PlaceWorks

Signature: Kara L. Kosel

Print Name and Title: Kara L Kosel VP Finance

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1, et seq.

One of the boxes below **must** be checked with regard to Consultant and Consultant's personnel (paid or unpaid employees, volunteers, agents, and subcontractors of Consultant) ("Consultant's Personnel") while providing services under the Agreement, and this form shall be attached to the Independent Consultant Agreement for Services:

- Consultant/Consultant's Personnel will work at an unoccupied school site and/or will not have any interaction with pupils based on the type of service being provided, the location at which services will be provided, or for other reason (specify):

- Consultant/Consultant's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

_____ *The services provided by Consultant/Consultant's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Education Code 45125.1(b).]*

_____ *Consultant/Consultant's Personnel will have no interaction with pupils that is not under the supervision and control of the pupil's parent/guardian. [Education Code 45125.1(a).] Describe (enter details of parental supervision):*

_____ *Consultant/Consultant's Personnel will have no interaction with pupils that is not under the supervision and control of a District employee who has been properly fingerprinted and investigated. [Education Code 45125.1(a).] Describe (enter details of District employee supervision):*

- Consultant is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant/Consultant's Personnel who may interact 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 Consultant's Personnel 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 the Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that none of Consultant's Personnel has been convicted of a felony as defined in Education Code Section 45122.1.

- Consultant is a sole proprietor who may interact with District pupils, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that Consultant has not 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 CERTIFICATION

I am a representative of the Consultant entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate. I understand that it is Consultant's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" throughout the duration of Consultant-provided services.

Date: December 23, 2025

Name of Consultant: PlaceWorks

Signature: Kara L. Kosel

Print Name: Kara L Kosel

Title: VP Finance

END OF EXHIBIT