

INGLEWOOD UNIFIED SCHOOL DISTRICT

AGREEMENT NO. C18/19-078 **FOR HAZARDOUS MATERIAL SERVICES**

THIS AGREEMENT, made and entered into this 7th day of **March 2019**, by and between the INGLEWOOD UNIFIED SCHOOL DISTRICT, located at 401 South Inglewood Avenue, Inglewood, California 90301, hereinafter referred to as "District" and **Alta Environmental** located at **3777 Long Beach Boulevard Annex Building Long Beach, CA 90807** hereinafter referred to as "Provider".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Inglewood Unified School District to contract with professionally trained Provider to **complete Hazardous Materials Environmental Services for the Bennett-Kew K-8 Modernization Project** and,

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Provider hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing **March 7, 2019** and terminating **March 7, 2020**

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following:

Hazardous Material Testing Services to include but not limited to the following:

- 1. Hazardous Material Surveying**
- 2. Abatement Specifications**
- 3. Air Monitoring Services**

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Provider shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Eugenio D. Villa **Chief Business Official**
(Name) _____ (Title)

A. PRODUCTS: As a result of providing the services described in this Section 2, the Provider shall also provide the following products:

A final written summary report on the services rendered upon completion of services.

The products required by this Agreement must be provided to the District's designee as requested in writing. The terms of product submission shall be attached to this Agreement and incorporated by reference. In no event shall the final product due be submitted later than ten (10) days prior to the expiration of the term of the Agreement. Failure to do so will result in the District withholding payment of the final invoice of Provider until said products are received by the District's designee.

The District's designee shall indicate acceptance of the required products in writing to the Provider within ten working days of receipt of same. The memo shall be conclusive evidence of the receipt of the products by the District.

LOCATION: Provider shall provide the contracted services at the following location:
Bennett-Kew Elementary School – 11710 S. Cherry Avenue Inglewood, CA 90303

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of **\$13,762.75** pursuant to this Agreement.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the time spent, date(s) of services, and the exact location of services provided for the preceding month and any other billing breakdown as may be required by the District. The purchase order number must be shown on each invoice. Provider shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Provider shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Provider acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.



January 30, 2019

Steven Ross
Inglewood Unified School District c/o Cordoba Corporation
Bond Management Team
401 South Inglewood Avenue
Inglewood, California 90301

**Re: Proposal for Limited Hazardous Materials Survey, Abatement Specifications, and Abatement Monitoring
Bennett-Kew Elementary School – 11710 South Cherry Avenue, Inglewood, California 90303**

Dear Mr. Ross:

Alta Environmental (Alta) is pleased to present the Bond Management Team, with this proposal to conduct a hazardous materials survey, prepare abatement specifications, and conduct abatement monitoring for the upcoming renovation at Bennett-Kew Elementary School.

1 SCOPE OF WORK

Based on our understanding of the requested scope of services Alta will provide the following services:

- Hazardous materials survey to identify asbestos, lead-based paint (LBP), polychlorinated biphenyl (PCBs) in dielectric fluids, mercury in lights and switches, and quantify air conditioning units;
- Preparation of abatement specifications to remove all identified hazardous materials from areas impacted by the upcoming K-8 Conversion Project.
- Provide one full-time site surveillance technician to monitor hazardous materials abatement activities to maintain on-site records and perform required air monitoring of the project.

TASK 1: Hazardous Materials Survey

ASBESTOS

Alta will assign a Cal/OSHA Certified Asbestos professional to conduct the survey for suspect asbestos materials. The Client is responsible for providing access to the building. If our inspector is denied access to any building area, the location will be recorded in the report as "inaccessible." Any additional time required for re-access will be billed at unit rates specified. The Client is responsible for providing access to the

Alta Environmental

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building. If our inspector is denied access to any building areas, the locations will be recorded in the report as “inaccessible.” Any additional time required for re-access will be billed as the unit rates specified.

Field Investigation

We will first review available building information provided by the Client to identify possible sampling strategies, potential locations of asbestos-containing materials (ACM), and other pertinent building information.

We will perform a visual inspection within accessible areas to locate potential ACM. We identify suspect materials and quantities and then prepare a sampling scheme, using the guidelines described below.

During the visual inspection, we will assess suspect materials for damage and friability. A friable material is one that can be crushed by hand pressure when dry.

We will conduct all sampling in general accordance with USEPA “AHERA” Guidelines, *40 CFR, Part 763*. We collect samples in a destructive manner, but with care to minimize fiber release. We will collect samples as follows:

- From the interior and exterior of both friable and non-friable materials;
- Surfacing materials, including acoustical plaster, drywall mud, and structural fireproofing, in accordance with the USEPA 3-5-7 rule (random sample locations to be representative of the homogeneous sampling area);
- Three samples of friable homogeneous materials, including ceiling tiles and pipe insulations;
- Three samples of each type of non-friable material, including vinyl floor tiles, linoleum, drywall, cove base mastic, ceiling tile mastic, gaskets, window putty, and carpet mastic; and
- No samples from materials rarely found to contain asbestos, such as bricks, concrete, or concrete block.

Note that bulk samples are not required to be collected from any homogenous area where the accredited inspector has determined that the thermal system insulation is fiberglass, foam glass, rubber, or other non-ACM.

Sample Analysis

Collected samples are analyzed by polarized light microscopy (PLM) methods at a laboratory accredited by the National Voluntary Laboratory Accreditation Program. Analysis is conducted in accordance with the USEPA’s *Method for Determination of Asbestos in Bulk Building Materials*, EPA/600/r-93/116, July 1993. In order to reduce costs, not all samples within a single homogeneous area are analyzed when the initial analysis indicates asbestos.

LEAD-BASED PAINT INVESTIGATION

Alta personnel understand the intricacies of lead sampling and testing requirements, survey protocols, quality control, and regulations of the USEPA, the California Department of Public Health (CDPH), and Cal/OSHA. We will identify suspect LBP at the subject site by documenting location and condition. The LBP survey will be conducted in the manner described below.

A CDPH Certified Inspector/Assessor will conduct all LBP testing using our portable x-ray fluorescence (XRF) analyzer as instructed by the District.

Field Investigation

Our personnel will perform the following during the field investigation:

- Perform a visual walkthrough inspection prior to sampling to confirm sampling strategy;
- Note colors of paint and architectural features to be sampled and collect one sample of each visually distinct color, interior and exterior of all surfaces;

We will conduct a walkthrough survey of the entire building to locate the different painted components, including, but not limited to, doors, door casings, wall, ceilings, floors, etc.

Using our portable XRF, we will conduct on-site analysis of the different painted components present in the building. XRF testing is a direct, instant read conducted on-site. Results are reported in mg/cm².

PCBs, Mercury, and Air Conditioning Units

We will conduct a visual inspection to document the location and quantity of PCB light ballast, mercury light tubes, mercury switches, and air conditioning units.

REPORT

We will provide one electronic (PDF) copy of our report of findings. The report will contain the following:

- Summary of work scope;
- Summary of field and analytical methodology;
- Executive summary of ACM, LBP, PCBs, mercury, and air conditioning units identified;
- List of areas not accessible during the survey investigation*;
- Sample location drawings, and
- Laboratory analytical reports.

* Inaccessible areas would include those areas that may be locked or unsafe to access. We will notify the Client of such areas while on-site so that the Client can arrange for access, if necessary.-

2 TASK 2: ABATEMENT PLAN PREPARATION

- We will prepare an abatement plan for the project site that the District can use as a construction contract document based on project drawings for the LAWA project. The abatement plan will include location, quantities, and identification of all hazardous materials, and will describe specific abatement procedures including testing, handling, disposal and on-site monitoring requirements for the abatement of the building materials and systems.
- We will provide the District with an abatement plan to remove identified hazardous materials impacted by the scope of work. The plan will identify the proper removal to be completed in accordance with applicable health and safety laws, guidelines, and requirements.

3 TASK 2: ABATEMENT MONITORING

Air Monitoring

We have developed a highly specialized and extensive program for environmental air sampling and air sample analysis for asbestos and lead projects. Our procedures include on-site monitoring by Cal/OSHA Certified Asbestos Site Surveillance Technicians or California Department of Public Health (CDPH) Certified Lead Project Monitors.

- **High-flow air sampling method (asbestos):** All samples obtained from outside the contained work area and final clearances are collected by use of high-flow, electric-powered pumps operated at 9 to 12 liters per minute (lpm). Samples are obtained on 25-millimeter (mm) mixed cellulose ester-membrane filters, using 50-mm electrically conductive cowls, as specified in *29 CFR 1926.1101*.
- **Low-flow air sampling method (asbestos and lead):** Samples obtained from within the abatement work area are collected using self-contained, battery-powered, low-volume pumps operating at between 1 and 4 lpm. These samples are also obtained in accordance with *29 CFR 1926.1101*, as above.
- **Calibration of equipment:** Field calibration of sampling pumps is carried out at the beginning and end of each sampling period. The pumps are checked with pre-calibration rotometers, which are calibrated semiannually against a National Bureau of Standards traceable wet-test meter and/or against a bubble buret. Whenever the flow rates at the beginning and end of each sampling period differ by ten percent or less, the average flow rate is used. If the flow rates differ by greater than ten percent, the sample is considered void, and Alta does not utilize those analytical results.
- **Analysis of air samples (asbestos):** Air samples are analyzed for asbestos in accordance with National Institute of Occupational Safety and Health (NIOSH) Method 7400, using phase contrast microscopy (PCM) analysis. Samples are cleared with acetone vapor, mounted with triacetin and analyzed microscopically with phase contrast optics at a magnification of 400x. All samples are retained for a period of 30 days, unless Alta is requested in writing to retain the samples for a longer period of time.
- **Analysis of air samples (lead):** Air samples are collected and analyzed in accordance with NIOSH Method 7082. All samples are retained for a period of 30 days, unless we are requested in writing to retain the samples for a longer period of time.

Quality Control

Personnel conducting the sampling and analysis of PCM samples have completed NIOSH course 582 or equivalent, as required by *29 CFR 1926.1101*. In addition, all personnel involved in sample analysis participate regularly in the NIOSH/PAT asbestos counting program.

Before proceeding with asbestos counting, we check the microscope optics with a phase contrast resolution slide as specified in NIOSH Method 7400. At a minimum, two blank filters are read with every group of samples.

Outside (Ambient) Sampling

During the removal process, air samples for airborne asbestos are taken adjacent to the work area and at the HEPA-filtered air exhaust and are used to determine the effectiveness of engineering controls employed by the contractor. If elevated fiber levels are detected, the contractor is notified immediately to correct the situation.

Samples for airborne lead dust are taken adjacent to the work area to determine the effectiveness of the work methods and engineering controls employed by the contractor.

If the analytical results indicate that OSHA permissible exposure limits (PELs) are reached or exceeded, we will stop work activities until increased engineering controls reduce the fiber concentrations, or respiratory protection is upgraded to raise the protection factor.

Clearance Sampling

Alta will conduct clearance testing only after a thorough visual inspection of the work area reveals that no visible dust or debris is present.

- For asbestos, clearance air samples will be collected after encapsulation, following adequate drying time and air filtration of the work area.
- For lead, clearance surface wipe samples are collected from each representative work area at least one hour after completion of lead abatement or interim control work.

Closeout Documentation/Final Report Formats

We will provide one bound and one digital (PDF) copy of the final close-out documentation within three weeks of project completion to clearly summarize all project-related activities and analytical results, to incorporate the following:

- Copies of all air and surface wipe sampling forms with their analytical results
- Daily project summaries with documentation of progress/problems

4 COST

Alta proposes to provide the services described in Tasks 1 and 2, including all reimbursable expenses, for \$13,762.75. Alta's rate for monitoring an eight-hour shift is \$737.00, as requested, and the cost for the analysis of five (5) TEM samples and five (5) lead wipe samples, all on a 24-hour turnaround, is \$339.25. A detailed cost schedule is provided as Table 1 (attached).

Alta will invoice for only the number of samples analyzed and the number of hours accrued for this project. Should the number of samples or hours exceed the estimated amount, the Client will be notified for approval before the initial estimate is exceeded. Due to the nature of building surveys, the actual quantity of samples and the time required to collect them may vary significantly, based on field conditions, construction variations, and other circumstances outside our control. All additional charges will be billed as shown in the above fee schedule for each additional sample.

Professional services are billed on a portal-to-portal basis. A four-hour minimum applies to all expert and field services. Overtime rates are charged at 1.5x rate for hours after 8.0 to 12.0, weekends and holidays. Overtime rates are charged at 2.0x rate for hours after 12.0, weekends and holidays.

5 TEAM

The Alta Team will consist of:

- Project Principal: David Schack
- Project Manager: Eric J. Fleming
- Field Technicians: TBD

6 ASSUMPTIONS AND LIMITATIONS

This proposal was written using the following assumptions:

- This survey does not include destructive testing (i.e., the opening of walls and ceiling cavities).
- This survey does not include subsurface sampling below grade.

Table 1 - Cost Schedule
Oak Elementary School

Task 1 - Limited Hazardous Materials Survey

Labor	Unit	Rate	Quantity	Cost
Project Manager	hrs	\$ 125.00	10	\$ 1,250.00
WHS Specialist	hrs	\$ 80.00	80	\$ 6,400.00
Administrative Assistant	hrs	\$ 69.00	14	\$ 966.00
Labor Subtotal				\$ 8,616.00
ODCs				
PLM Sample Analysis - 5 Day Turnaround	each	\$ 6.33	550	\$ 3,481.50
XRF Usage/Rental	each	\$ 75.00	4	\$ 300.00
ODC Subtotal				\$ 3,781.50
TASK 1 TOTAL				\$ 12,397.50

Task 2 - Abatement Specifications

Labor	Unit	Rate	Quantity	Cost
Project Manager	hrs	\$ 125.00	6	\$ 750.00
Administrative Assistant	hrs	\$ 69.00	4	\$ 276.00
Labor Subtotal				\$ 1,026.00
TASK 2 TOTAL				\$ 1,026.00

Task 3 - Air Monitoring (Shift rate for air monitoring is \$737.00) Cost includes five TEM air samples and 5 lead wipe samples

ODCs				
Lead Wipe Samples - 24 Hour Turnaround	each	\$ 10.35	5	\$ 51.75
TEM Clearance Air Samples - 24 Hour Turnaround	each	\$ 57.50	5	\$ 287.50
ODC Subtotal				\$ 339.25
TASK 3 TOTAL				\$ 339.25
*GRAND TOTAL				\$ 13,762.75

* Does not include shift rate for air monitoring