

## Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and ACC Environmental Consultants (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

**1. Services.** The CONTRACTOR shall provide the following services:

ACC will conduct Phase 1 of Environmental Site Assessment (ESA) per Department of Toxic Substances Control recommendation for Wood Middle School Measure B New Construction project.

See attached for additional information per exhibit A

**2. Terms.** The term of this agreement shall be Upon Contract Execution (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$109,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$109,300, whichever is later) to 2/28/2024. The work shall be completed no later than 1/30/2024.

**3. Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$\_\_\_\_\_.

3.1.2 ☐ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_.

3.1.3 ☒ Other: \$4,475.00 (NTE) per attached proposal November 30, 2023.

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: \_\_\_\_\_

which shall not exceed a total cost of \$\_\_\_\_\_.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Check one of the following boxes:**

**4.1** ☒ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? Create a safe environment for the planned improvement.

**4.2** ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? \_\_\_\_\_

**5. Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

**5.1 Tuberculosis Screening. Check one of the following boxes:**

**5.1.1** ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.

**5.1.2** ☐ Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

**5.1.3** ☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

HS (CONTRACTOR initials)

RL (District Representative initials)

**5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

- 5.2.1 ☐ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 5.2.2 ☐ Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.
- 5.2.3 ☒ Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

☒ CONTRACTOR's staff will have no contact or interactions with students outside of the immediate supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement;

HS (CONTRACTOR initials)

RL (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Check only one of the boxes below:

☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. \*CONTRACTOR acknowledgement Heather Sobky

☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured through endorsement. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR must provide insurance documentation prior to the commencement of work.

\*CONTRACTOR acknowledgement Heather Sobky

**6.3 Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**6.3.1** ☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.  
\_\_\_\_\_ (CONTRACTOR initials)  
\_\_\_\_\_ (District Representative initials)

**7. Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**AUSD Representative:**

Name: Robbie Lyng  
E-mail: rlyng@alamedaunified.org  
Site/Dept: Construction  
Address: 2060 Challenger Drive  
Alameda, CA 94501

**CONTRACTOR:**

Name: Heather Sobky  
Title: COO  
Address: 7977 Capwell Drive, Ste 100  
Oakland, CA 94621  
Email: hsobky@accenv.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

**8. Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

**8.1** Invoices shall be emailed directly to [accountspayable@alamedaunified.org](mailto:accountspayable@alamedaunified.org) or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

**9. Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**10. Contractor Qualifications / Performance of Services.**

**10.1** Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

**10.2** Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor'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.

- 11. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR 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 CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD 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 CONTRACTOR 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork,

copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
19. **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.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
  - 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD'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 AUSD 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.
22. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR 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. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:
  - (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data
  - (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement
  - (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.



- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 24. 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.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. 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. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 30. Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by legal counsel representing AUSD.

## I. SITE

## CONTRACTOR

Print Name &amp; Title:

Heather Sobky, COO

CONTRACTOR Signature: Heather Sobky Digitally signed by Heather Sobky  
Date: 2023.12.19 11:40:43 -08'00' Date: 12/19/2023


## SOURCE OF FUNDS

Unrestricted Funds (general fund) \_\_\_\_\_ Donated Funds \_\_\_\_\_ Restricted Funds XBudget Code: 21-9504-0-0000-8500-6238-015-77-3037 12/20/2023  
Robbie Lyng (Dec 20, 2023 09:22 PST)  
Requesting Administrator Date

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

FORWARD TO: Business Services for review and processing

## II. HR

Human Resource Approval ☒ Yes ☐ No 12/20/2023  
Timothy Erwin (Dec 20, 2023 09:30 PST)  
Signature of Human Resource Administrator Date

## III. CABINET

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 12/20/2023  
Shariq Khan (Dec 20, 2023 09:41 PST)  
Signature of Executive Cabinet Member Date

## IV. BOARD

## BOE Approval Required for Contracts Equal To Or Greater Than \$109,300:

\_\_\_\_\_  
Signature of President, Board of Education Date\_\_\_\_\_  
Signature of Secretary, Board of Education Date



Exhibit "A"



December 13, 2023

Ms. Ruth Boyd  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, California 94501

**Re: Proposal for Phase I Environmental Site Assessment  
Wood Middle School  
420 Grand Street Alameda, California 94501**

ACC Environmental Consultants, Inc. (ACC) is pleased to present this proposal for conducting a Phase I Environmental Site Assessment (ESA) for the above referenced site (Subject Property). The proposed cost to complete the Phase I ESA is a fixed cost of **\$4475.00**. The anticipated time to complete the Phase I ESA is **30 standard business days** from receipt of the signed proposal.

The proposed scope of services is discussed below and is based on the American Society of Testing and Materials (ASTM) standard practices E1527-21 and Department of Toxic Substances Control (DTSC) requirements. This Phase I ESA is intended to constitute All Appropriate Inquiries (AAI) for purposes of CERCLA Landowner Liability Protections and document compliance with Education Code, sections 17210, 17210.1 and 17213.1.

ACC will include discussion of identified Recognized Environmental Conditions (RECs), Historical Recognized Environmental Conditions (HRECs), Controlled Recognized Environmental Conditions (CRECs), and Business Environmental Risks (BERs).

Certain environmental concerns have specifically been excluded from CERCLA including radon, asbestos, lead in drinking water, lead-based paint, mold, fungi, other microbial growth, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health & safety, ecological resources, endangered species, and indoor air quality issues not associated with RECs. Client should contact ACC prior to signing contract if there are potential concerns with regard to non-scope issues, proposed costs may need to be adjusted accordingly.

## **SCOPE OF SERVICES**

1. Reconnaissance of the Subject Property. ACC will request to view all accessible areas of the Subject Property. Specific attention will be given to on-site buildings and improvements, hazardous materials storage areas or usage, maintenance areas, storm drains and sewer lines.

Proposed costs include one site visit.

2. Historical review the Subject Property via aerial photographs, historical topographic maps, historic city directories, available fire insurance maps, and available building department records.
3. A search of regulatory records and files for the Subject Property and adjoining/nearby properties of concern. The search is subject to availability of public records and typically includes, but is not limited to, the following databases: The U.S. EPA National Priorities List (NPL); Resource Conservation Recovery Act (RCRA); U.S. EPA Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); Treatment, Storage, and Disposal (TSD) list; Toxic Release Inventory (TRI) list, RCRA Hazardous Waste Generators list; the State Registered Underground Storage Tank (UST) list; Fire Department; Planning Department; Building Department; and the appropriate Environmental/Public Health Departments and Local Oversight Programs.
4. General review of the geology and hydrogeology in the vicinity of the Subject Property to provide general information regarding potential groundwater and soil characteristics.
5. Interviews of persons familiar with the history of the Subject Property, including key site managers, owners, tenants, past tenants, and/or previous owners, if available and appropriate, to determine prior use of the Subject Property, or who are likely to have material information regarding the potential for RECs at the Subject Property.
6. Interviews with applicable local agencies familiar with the Subject Property and or vicinity including fire department, environmental health departments, and/or other local government agencies, as warranted based on the review of available agency files.
7. Preparation of a digital report summarizing the Phase I ESA and findings.

## **CLIENT (USER) RESPONSIBILITIES**

Per ASTM E1527-21 Standard specific information (if available) shall be provided by the Client (User) for inclusion in the Phase I ESA report of findings; this information will be requested via a User Questionnaire provided by ACC (attached to this proposal). A review of available title reports for documentation of Activity and Use Limitations (AULs) is the responsibility of the user per ASTM E1527-21 Standard. If the Client provides a title report, ACC will review the title report and note pertinent findings.

## **SCHEDULE OF SERVICES**

ACC will make every reasonable effort to complete and deliver the Phase I ESA report of findings within **30 standard business days** from receipt of the signed proposal. Timing for access to public government agency files is difficult to predict in some cases. AAI uses 15 working days as a timeframe for reasonably ascertainable information, although requested files are typically available in 10 working days. ACC will inform the Client in the event that the agency file review prevents ACC from meeting the time frame indicated above.

## **COST OF SERVICES**

The proposed fee to complete the Phase I ESA for the Subject Property is a fixed cost of **\$4475.00**. The cost of obtaining a title report or chain-of-title is not included, ACC requests that copies of these documents be provided, if available.

ACC does not provide hard copies of Phase I ESA reports. A PDF of the final report will be made available through an FTP site and CD version can be mailed out to the Client. Hard copies are not included in this proposal and are available upon request for an additional fee of \$150 per copy.

## **EXCLUSIONS**

Assessment of the following are not part of the Phase I ESA process: seismic activity, fault lines or zones; erosion control; environmental impacts not associated with a release of hazardous materials or petroleum products; or an ACC evaluation of the Subject Property value versus listed purchase price(s).

## **THIRD PARTY RELIANCE**

ACC recommends that all parties relying on this Phase I ESA be identified prior to completion of the Phase I ESA via the attached User Questionnaire or other written means; identified parties will be listed in the Phase I ESA.

ACC will provide a third-party reliance letter for the Phase I ESA report, as requested by the Client.

## **APPROVAL**

If you would like for ACC to conduct the proposed scope of work please sign in the space provided below and return a copy of the executed proposal to ACC. This proposal is subject to the attached ACC general terms and conditions. ACC looks forward to working with you on this project. Please

contact (707) 481-0795 or kbunting@accenv.com if you have any questions or comments regarding this proposal.

Sincerely,  
ACC ENVIRONMENTAL CONSULTANTS, INC.



Kim Bunting  
Project Manager

**Approval**

By (Printed): \_\_\_\_\_

By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_