
CONSULTING SERVICES AGREEMENT TERMS AND CONDITIONS

Effective Date of Agreement: August 4, 2026

This Agreement is entered into by and between

Client:	Alameda Unified School District
Address:	2060 Challenger Drive
City, State Zip:	Alameda, California 94501
Attention:	Mr. Pedro Mora
Phone Number:	510-902-84466

And

Consultant:	Enviro-Tox Services, Inc.
Principal Address:	20 Corporate Park, Suite 220
City, State Zip:	Irvine, California 92606
Phone Number:	949-387-0700

These General Terms and Conditions, Supplemental Terms and Conditions, Addenda, and Work Orders constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. All provisions will survive termination or completion of Work under this Agreement.

This Agreement is effective as of the day and year first above written and duly executed by authorized representatives of Client and Consultant.

For Client:

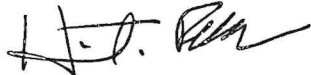
By:


Shariq Khan (08/12/2026 11:03:48 PDT)

Printed Name:	Shariq Khan
Title:	Asst. Sup. - Business Services
Date:	08/12/2026

For Consultant:

By:



Printed Name:	Heriberto Robles, Ph.D.
Title:	President
Date:	08/04/2026

Services and Compensation. Consultant agrees to perform the services ("Work") for Client and Client agrees to compensate Consultant in accordance with the above referenced proposal which is a part of these terms and conditions and for costs incurred in responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Work at Consultant's current rates.

Invoices. Invoices will be submitted to Client periodically and payment in full is due within 30 days of Client receipt of payment from Owner. If Client objects to all or any portion of the invoice it will promptly notify Consultant and pay the portion of the invoice not in dispute. The parties will immediately make every effort to settle disputed amounts. Interest at the lesser of 1.5% per month or the highest legally permissible rate, will be applied to the outstanding undisputed balance for accounts not paid within 30 days from the billing date. Client agrees to pay all costs incurred in the collection of any delinquent amount.

July 31, 2026

Mr. Pedro Mora
Construction Project Manager
Alameda Unified School District
2060 Challenger Drive
Alameda, California 94501

VIA EMAIL: pmora@alamedaunified.org

**Subject: Proposal to Participate in the Review of Sitewide Human Health Risk
Assessment for the Alameda High School Softball Field Located at 2200 Central
Avenue in Alameda, California**

Dear Mr. Mora:

Thank you for giving Enviro-Tox Services, Inc. (Enviro-Tox) the opportunity to present this proposal to the Alameda Unified School District. Enviro-Tox proposes to review the sitewide Human Health Risk Assessment (HHRA) to be completed by Kleinfelder for the site.

- The Scope of Work proposed by Enviro-Tox includes:
- Review background description and analytical data collected for the site. Check approximately 10 percent of the tabulated analytical data against analytical laboratory reports.
- Assess whether data collected is of sufficient quality and quantity to support the evaluation of health risks.
- Review the adequacy of assumptions, models, parameters and values used in the development of health impact calculations.
- Check approximately 50 percent of the calculations used in the derivation of health risk estimates. If errors are found, the nature of the errors will be documented, and a higher percentage of the calculations will be checked for accuracy.
- Compare methodology used in the Health Risk Assessment to established U.S. Environmental Protection Agency (USEPA) and California Department of Toxic Substances Control (DTSC) risk assessment guidance.

- Submit letter-report of findings to the Alameda Unified School District.
- Enviro-Tox will make itself available for consultation for the duration of project.
- Participate in conference calls related to the project.
- Project management.

The ultimate objective of the review is to corroborate that the assumptions, models, equations, parameters and references adequately support the conclusions and recommendations made in the HHRA report. Deviations from established regulatory guidance or potential deficiencies noted will be reported in writing to the School District.

It is estimated it will take somewhere between 16 to 24 hours of my time to complete the review. My hourly rate is \$270 per hour. Based on the estimated time, the HHRA review will be conducted on a time-and-material basis for a fee not to exceed \$6,480 (or about 24 hours of my time). Non-labor expenses and materials such as production of graphics, document reproduction, communications, transportation, and incidental expenses will be billed at cost, plus the standard administrative fee.

If you agree with the proposed scope of work and wish for Enviro-Tox to proceed, please sign the attached Approval and Acceptance page. Return one signed copy of the Approval and Acceptance page to Enviro-Tox and retain a copy for your files. Enviro-Tox is prepared to begin work on this project immediately upon receipt of your written authorization to proceed.

It has been my pleasure to submit this proposal, and I look forward to working with you on this project. If you have any questions, please call me at 949-387-0700.

Sincerely,

Enviro-Tox Services, Inc.

A handwritten signature in black ink, appearing to read 'H. Robles', with a stylized flourish at the end.

Heriberto Robles, Ph.D., D.A.B.T.
President

APPROVAL AND ACCEPTANCE

Proposed Service: Review Sitewide Human Health Risk Assessment

Project Name: Alameda High School Softball Field Located at 2200 Central Avenue in Alameda, California

Date: July 31, 2026

Billing Terms: Time and Materials Not to Exceed \$6,480.

Alameda Unified School District


Shariq Khan (08/12/2026 11:03:48 PDT)

08/12/2026

Signature

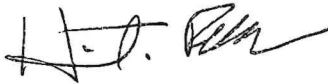
Date

Shariq Khan

Asst. Sup. - Business Services

(Please print name and title)

Enviro-Tox Services, Inc.



July 31, 2026

Heriberto Robles, Ph.D., D.A.B.T. / President

Date

Term. This Agreement will expire upon completion of the Work unless otherwise terminated in accordance with the section of this Agreement entitled *Termination*.

Standard of Care. The Work shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession in the same locale acting under similar circumstances and conditions. No other warranty or representation, either expressed or implied, is included or intended in any proposals, contracts, opinions, or reports.

Indemnity. Consultant will indemnify and hold harmless Client, its officers and employees from and against any and all actions, claims, damages or expenses, including reasonable attorney's fees and court costs asserted by any person or entity, including Client, for personal injuries, including disease and death, property loss or damage, injuries to others (including personnel of Client, Consultant or its subcontractors) arising from, or to the extent caused by, Consultant's negligent acts, errors or omissions in the performance of its Work except if such injury, loss or damage is caused by the sole negligence of Client.

Insurance. Consultant will maintain the following insurance policies and minimum limits: a) Commercial General Liability insurance - \$1,000,000 per occurrence and aggregate; b) Automobile Liability - \$1,000,000 combined single limit; c) Professional Liability - \$1,000,000 per claim and aggregate. Certificates will be provided to Client showing proof of above insurance, upon request. Neither Client nor Consultant shall be liable to each other or to any third party, for special, incidental, consequential or penalty loss or damage, including, without limitation, lost profits.

Liability Sharing. Client recognizes Consultant's compensation does not include unlimited liability exposure of Consultant. Accordingly, Client and Consultant agree that with respect to any claim, cause of action or other assertion of liability for loss or damage allegedly arising from or caused in whole or in part by the acts, errors or omissions of Consultant in connection with the Work, Consultant's total aggregate liability to Client and to any third party for any claims, losses, or damages arising out of or related to the Work shall be limited to the lesser of:

(a) \$100,000, or

(b) the available limits of Consultant's applicable insurance coverage required under this Agreement.

This limitation of liability shall not apply to claims resulting from Consultant's gross negligence or willful misconduct. Nothing in this clause shall be interpreted as a waiver of any immunities or defenses available to the Client under applicable law.

Confidentiality. Each party will retain as confidential all information, including intellectual property and data, delivered to it by the other ("Confidential Information"). Confidential Information will not be disclosed to any third party, unless required by law or regulation. However, this obligation shall not apply to Confidential Information when it is: a) known to the receiving party before being obtained from the other party; or b) generally available to the public; or c) obtained from a third party who is not under any obligation of confidentiality to the other party; or d) obtained following written release by the other party. Client agrees that, consistent with its professional responsibilities and applicable law, Consultant may be obligated to take action to protect public health, safety, or the environment, or to disclose to government regulatory agencies environmental conditions that are discovered during the course of the Work. Consultant will notify Client prior to taking such action or disclosing such conditions to any government regulatory agency unless the time necessary to provide such notice may result in, or increase the risk of imminent harm, to person, property, or the environment, or may render Consultant criminally or civilly liable under applicable law.

Information Provided by Others. Consultant will be entitled to rely on the accuracy and completeness of information prepared by others for which Consultant was not retained to verify. Consultant is not liable to Client or any third party for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information, which were not prepared by Consultant.

Ownership and Use of Documents. Client acknowledges the Consultant's work product(s), including electronic files, as instruments of professional service. Unless otherwise agreed by the parties hereto in writing, the final work product(s) prepared pursuant to this Agreement shall remain the property of Consultant. Reuse of Consultant's work product(s) by anyone for other than its intended purpose shall be at the user's sole risk.

Force Majeure. Consultant will be excused for any delays in the performance of the Work caused by conditions beyond Consultant's reasonable control. Consultant will use reasonable diligence to avoid any such delay and will resume performance as promptly as possible.

Termination. Client may terminate this Agreement upon ten (10) days advance written notice should Consultant fail to substantially perform in accordance with the terms of this Agreement. Consultant will have ten (10) days following date of the notice to cure its default under this Agreement to the satisfaction of Client. In the event Client terminates this Agreement then Client will pay Consultant for Work completed to the date of the termination.

Client may upon ten (10) days advance written notice to Consultant, terminate or suspend all or any portion of the Work. Upon receipt of a notice of termination or suspension, Consultant will discontinue Work. Client will pay Consultant for Work completed to the date of the termination or suspension and any reasonable additional costs incurred by Consultant.

Mediation. Unless otherwise mutually agreed by Client and Consultant any unresolved claim, dispute or other matters in question between the parties related to this Agreement shall be submitted to nonbinding mediation. Should the parties be unsuccessful in arriving at a mutually satisfactory settlement through nonbinding mediation, then such disputes may, with the consent of both parties, be settled by arbitration according to the Rules of the American Arbitration Association currently in effect.

Assignment and Subcontract. This Agreement will not be assigned by either party without advance written approval of the other; however, Consultant may engage suitably trained and skilled persons or firms, including any affiliate of Consultant, to perform any part of the Work.

Attorneys' Fees. In the event of any legal action arising out of or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of the outcome. This provision shall not limit the rights of either party to recover attorneys' fees or costs where expressly authorized by statute or a court of competent jurisdiction.

Independent Contractor. In performing the Work under this Agreement, Consultant will operate as, and have the status of, an independent contractor and will not act as or be an employee, representative or agent of Client. Consultant will be solely responsible for determining the means and methods for performing the consulting services described in the section of this Agreement entitled *Services*.

No Waiver. The failure of either party to insist on strict performance of the terms hereunder will not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance and either party's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

Notices. Any and all notices or other communications or notices required pursuant to this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered - on the day delivered; (ii) if sent by a nationally recognized overnight courier - on the next business day after it is sent; (iii) if sent by telephone facsimile transmission – upon confirmation of delivery; or (iv) if mailed by first-class mail, postage prepaid - on the third (3rd) day after depositing in the mail, to the applicable addresses set forth above or to such other address as such party has designated by notice so given to each other party.

Severability. It is intended that each Section of this Agreement will be viewed as separate and divisible, and in the event that any Section, or part thereof, is held to be invalid, the remaining Sections and parts will continue to be in full force and effect.

Precedence. This Agreement will take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Work. In the event of any inconsistency between the text of this Agreement and other documents incorporated by reference, these general terms and conditions will take precedence.

Governing Law. The laws of the State of California, without regard to its conflict of laws doctrine, will govern the validity of this Agreement, its interpretation and performance. Any litigation arising from this Agreement will be brought in the courts of that State.

Entire Agreement. These General Terms and Conditions and Proposal constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter. No agreement hereafter made between the parties will be binding unless reduced to writing and signed by an authorized officer. All provisions will survive termination or completion of Work under this Agreement.

The following Supplemental Terms and Conditions apply only to the extent Consultant performs such Work:

Health Risk Assessments

Professional Responsibility. Client recognizes that environmental, geologic, and land use conditions can vary from those encountered at the times and locations where data are obtained and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill.