



**NAPA VALLEY UNIFIED SCHOOL DISTRICT
CONTRACT FOR CONSULTANT SERVICES**

The **NAPA VALLEY UNIFIED SCHOOL DISTRICT**, hereinafter "District", and **Pyramid Environmental** hereinafter "Contractor", do hereby agree as follows:

1. Description of Service: The Contractor will provide the following service: **Perform hazmat asbestos building materials and lead-based paint survey testing for Campus Refresh Multi-Campus Improvements (seismic, roofing, paint & security) at Northwood Elementary, Alta Heights Elementary, Bel Aire Elementary and Napa Valley Language Academy.**
2. Term of Agreement:
Consultant work will commence beginning **11/3/2019** and be completed by **2/29/2020**.
3. Compensation:
The district will pay for services rendered on:
(a) A fixed fee basis of:
(b) A time and expense basis of:
(c) A total cost basis not to exceed: **\$15,000**
4. Expenses:
Description and amount of any costs in addition to compensation:
5. Method and Times of Payment: **Within 45 days of receipt invoice.**
6. Performance:
List specific persons or profession classifications that will perform work:
Hazmat Testing
7. District Contract Administrator:
Jennifer Gibb
8. Funding Source and Account: **Fund 35**
9. Contract Documents:
This contract consists of the Consultant Services, the General Provisions for Consultant Services Contracts, any specifications, drawings and attachments. **W-9 Form:** ☒ On file ☐ Attached
10. State Retirement
Are you retired from STRS / PERS ☐ Yes ☒ No If yes, date _____

AGREED TO AND SIGNED THIS _____ DAY OF _____, 2019.

Signature

Pyramid Environmental
1572 Baywood Lane
Napa, CA 94558

Signature

Contract Administrator:
Jennifer Gibb
Facilities Financial Analysis

Social Security or IRS Tax ID MUST BE ON FILE WITH ACCOUNTING

Contracts over \$1000 and all categorically funded contracts must receive the following approvals:	Date
Assistant Superintendent or Director: _____	_____
Assistant Superintendent, Human Resources: _____	_____
Board Approval: _____	_____

Original - Contract Administrator
NVUSD 198 (Revised 1/19)

Copy - Accounting

Copy - Contractor



GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Neither party hereto shall assign, sublet or transfer any interest in this agreement or any duty thereunder without the written consent of the other.
2. **INDEPENDENT CONTRACTOR:** The parties intend that Consultant shall act as an independent contractor and is not to be considered an agent or employee of District. Therefore, the District is interested only in the results to be achieved. The Contractor is expected to use his or her special expertise, discretion and professional judgment in carrying out the duties of this Agreement. The Contractor has the responsibility and discretion to make appropriate decisions in planning and implementation of the contract duties. The Contractor shall devote his or her best efforts to rendering the requested services on behalf of the District, but may also be engaged in the rendering of such services or in any other business opportunity on his or her own behalf as long as such additional services do not create a conflict of interest or unreasonably interfere with the satisfactory performance of his or her duties pursuant to this Agreement.
3. **INDEMNIFICATION:** Consultant shall indemnify and hold District harmless from any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Consultant's activities under this agreement, or from acts or omissions of any person(s) employed by Contractor.
4. **INSURANCE:** Consultant agrees, during the term of this agreement, to maintain at Consultant's sole expense all necessary insurance for its officers, agents and employees, including but not limited to, workers' compensation, disability, unemployment and liability insurance, and to provide District with certification upon request. Contractor acknowledges that the District is not Contractor's employer and that he/she is not covered by the District's Workers' Compensation insurance since Contractor is an independent contractor.
5. **METHOD/PLACE FOR NOTICE, BILLING AND PAYMENTS:** All notices, invoices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, bills and payments sent by mail shall be addressed as follows:

DISTRICT: **Napa Valley Unified School District**
2425 Jefferson Street
Napa, CA 94558

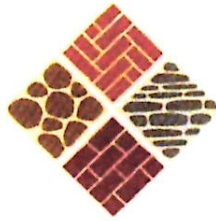
CONSULTANT: **Pyramid Environmental**
1572 Baywood Lane
Napa, CA 94558

6. **TERMINATION:** District may terminate this agreement by giving thirty (30) calendar days written notice to Consultant. In the event District elects to terminate the agreement without cause, it shall pay Consultant for services rendered to such date. If either party fails to perform any of its obligations under this agreement, within the time and in the manner provided, either party may terminate this agreement, without giving thirty (30) days notice, merely by giving written notice of termination, stating the reason for termination. Consultant shall receive payment for all services satisfactorily rendered to such date.
7. **EXTRA/CHANGED WORK:** Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that District and school personnel are without authorization to order extra/changed work or waive contract requirements. Failure of the Consultant to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra/changed work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Consultant without the express and prior written authorization of the Superintendent.
8. **AMENDMENT:** This agreement may be modified or amended at any time by written mutual agreement of the parties.
9. **WORK PRODUCT:** District shall be owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this agreement by District or upon completion of work pursuant to this agreement.
10. **TAXES:** Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement. In case District is audited for compliance regarding any applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on those earnings.
11. **NONDISCRIMINATION:** Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.
12. **MERGER:** This writing is intended as the final expression of the agreement between the parties with respect to the terms of the agreement.
13. **NO THIRD-PARTY BENEFICIARIES:** There are no intended third-party beneficiaries of this Agreement.
14. **NO WAIVER OF BREACH:** The waiver by District of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the agreement.
15. **ENFORCEMENT:** This Agreement shall be subject to the laws of the State of California.
16. **DISPUTES:** It is mutually agreed between the parties that arbitration shall be the sole and exclusive remedy to redress any and all disputes, claims or controversies arising out of or related to this contract including without limitation the interpretation of the Agreement, its terms and conditions, breach of the Agreement, termination of this Agreement and all claims alleging discrimination prohibited by law, such as, but not limited to, the Age Discrimination and Employment Act, Title VII, and the Fair Employment and Housing Act. It is the intention of the parties that an arbitration decision or award will be final and binding and that a judgment on the award may be entered in any court of competent jurisdiction and enforcement may be had according to its terms. It is understood that by electing to use final binding arbitration to resolve any disputes, the parties are waiving voluntarily their rights to a jury trial or resolution through any applicable administrative remedy. The parties will split the expense of arbitration equally.

Note: Federal Internal Revenue Service regulations require the District to report all payments to individuals for contract services.

Contractor

Date



PYRAMID ENVIRONMENTAL
Consulting Services

November 3, 2019
File: 01-155-20

Ms. Jennifer Gibb
Napa Valley Unified School District
1616 Lincoln Avenue
Napa, California 94558

Subject: Proposal to Perform an Asbestos Building Materials and Lead-Based Paint Survey

- Northwood Elementary School – Portable Roofs, Metal Roofing, and Exterior of Buildings
- Napa Valley Language Academy – Building and Portable Roofs, Metal Roofing, and Exterior of Buildings
- Bel Aire Elementary School – Building and Portable Roofs, Metal Roofing, and Exterior of Buildings
- Alta Heights Elementary School – Building and Portable Roofs, Metal Roofing, and Exterior of Buildings

Napa, California

Dear Ms. Gibb:

Attached is Pyramid Environmental's "Pyramid" cost estimate and scope of work to complete a limited asbestos building material survey and a limited lead-based paint survey for the above referenced school sites. The following school sites are slated for roof demolition, roof related metal removal (i.e. gutters, downspouts, scuppers, and edge metal) and building exterior disturbance. The interior of structures are not included in this scope of work. Northwood Elementary School had a roof asbestos survey completed in June 2019. This survey for Northwood will only include roof related metal items and the exterior of the buildings.

01-155-20

The newer beige portables with metal roofs located at the four school sites are not included in this survey scope of work. Older portables with asphalt roofing will be included in this survey. The project manager for this project is Prachi Amin of Van Pelt Construction Services.

SCOPE OF WORK

Task 1 Limited Asbestos Building Materials Survey

A certified Cal-OSHA Asbestos Consultant (CAC) will conduct the limited asbestos building materials survey in accordance with AHERA guidelines. The asbestos survey includes identifying and assessing the condition of suspect asbestos containing materials, collecting bulk samples of suspect ACM, analyzing samples, and providing a report of findings with diagrams showing the location and area estimates of materials that contain asbestos. Collection of bulk samples will require the removal of small quantities of building materials. Pyramid estimates that a maximum of 250 building material samples for asbestos analysis will be collected during the survey. The building material samples submitted will be analyzed for asbestos content by Polarized Light Microscopy (PLM). As required, Pyramid will also collect 1 duplicate sample for every 10 samples collected (25 total) and will send these samples to a separate laboratory for analysis. In addition, the cost will include conducting additional "Point Count" Analysis for those materials found to contain less than 1% asbestos as per the Bay Area Air Quality Management District (BAAQMD) rules and the National Emission Standard for Hazardous Air Pollutants (NESHAP) regulation. Pyramid estimates that a maximum of 20 building material samples will be found to contain less than 1% asbestos.

The laboratory(s) conducting the analysis is certified by the State of California, and certified under the United States Environmental Protection Agency-National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology.

Task 2 Limited Lead-Based Paint Survey

A State of California Department of Public Health (DPH) certified lead inspector/assessor conducted the limited lead-based paint survey. The limited lead-based paint survey was conducted for the purposes of hazardous waste management and OSHA compliance during the roof and building exterior disturbance project. Pyramid collected 80 paint chip samples. The paint chip samples will be submitted to the laboratory and analyzed for lead content by Atomic Absorption (AA).

Task 3 Report of Findings

Pyramid will prepare four separate limited asbestos and lead-based paint survey reports. Separate reports will allow separate contractors to work at each school site. The report will include:

- A description of the field activities, observations, and sampling protocols;
- Written description of locations, type, friability, and condition of the assessed hazardous materials;
- Tabulated results of the sampling and analysis;
- A map indicating building materials, ACM and LBP sample locations;
- A discussion of applicable Federal, State, and local regulations;
- Conclusions and recommendations.

COST ESTIMATE AND SCHEDULE

Pyramid proposes to perform the described scope of work in Tasks 1, 2 and 3 for an estimated fee of **\$15,000** on a time and expense basis. Pyramid will complete this survey when school is not in session, on weekends or after school hours. Pyramid anticipates that this survey and report will be completed by December 31, 2019. The following cost estimate provides a breakdown of costs for each Task described above.

TASKS 1, 2 AND 3		LIMITED ASBESTOS SURVEY AND LEAD REPORT	
	Survey and Report (60 hours at \$120/per hour)		\$7,200
	Laboratory Services		
	250 PLM (\$20/ea.)		\$5,000
	25 Duplicate PLM (\$30/ea.)		\$750
	20 Point Counts (\$80/ea.)		\$1,600
	80 Paint Chip (\$25/ea.)		
	Equipment/Materials		\$450
TOTAL PROJECT COST			\$15,000



CONDITIONS AND UNDERSTANDINGS

The proposed scope of services and estimated budget are based on the following conditions. Any change from the anticipated conditions may result in an increase or decrease in cost.

- The asbestos survey field work can be conducted within 40 hours. If site conditions or limited access prolongs the field work, Pyramid will notify the Client.
- Pyramid will fill any sample collection sites on the roof with a roof patch or tar. The roof patch or tar will not be a permanent fix but will patch the sample site until such time that the roof can be removed.
- The quantities given within the asbestos survey report were derived from the project scope given by Van Pelt Construction Services
- Asbestos Survey: Laboratory costs include analysis of a maximum of 250 building material samples for PLM analysis, 25 duplicate samples for PLM analysis, and 20 point counts on a standard turn around time (3-5 days). The laboratory(s) conducting the analysis is certified by the State of California, and certified under the United States Environmental Protection Agency-National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology.
- Lead Survey: Laboratory costs include analysis of a maximum of 80 paint chip samples. These samples will be analyzed by Atomic Absorption on a standard turn around time (3-5 days). The laboratory conducting the analysis is certified.
- The number of samples collected for this project is an estimate for the purposes of this proposal. If additional samples are warranted the Client will be contacted for authorization.
- An electronic copy will be emailed to the Client.
- Project specifications, client meetings, revisions to the report and/or supplemental letters are not included in the budget estimate, but can be provided on a time and materials basis.

LIMITATIONS

The proposed scope of work requested by the Napa Valley Unified School District will be limited to evaluating the potential presence of ACM and lead containing paints associated with the roof structures and building exterior at Northwood Elementary School, Napa Valley Language Academy, Bel Aire Elementary School and Alta Heights Elementary School in Napa, California.

This environmental evaluation does not include other sampling and analysis or other services not described. The scope of services described here is not intended to be inclusive, to identify all potential concerns, or to eliminate the possibility of environmental problems. Pyramid will assume no responsibility or liability whatsoever for any claim, loss of property value, damage, or injury which results from hazardous materials being encountered or present on the project site, or from the discovery of such hazardous materials. Acceptance of this proposal will indicate the client has reviewed the scope of service and determined that it does not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in a change in fees.

Pyramid will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, expressed or implied, is part of the services offered by this proposal.

AUTHORIZATION

All terms and conditions indicated in this proposal and work order will be considered by both parties to be in effect from the effective date of the executed contract through completion of the project. Should we receive verbal authorization from you to proceed and be requested to start, prior to our receipt of our signed contract, all terms and conditions indicated in this proposal and our attached work order will be considered by both parties to be in effect from the date of verbal authorization and through to completion of the project.

All information gathered during the study by Pyramid is considered confidential and will be released only upon written authorization of the client or as required by law. California law requires a person to inform the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment. Therefore, the client will be contractually bound to make any said disclosures in lieu of Pyramid, its owner or subcontractors.

If this Proposal meets with the approval of Napa Valley Unified School District, please sign the signature line on the attached Work Order. Please return the Work Order to Pyramid as our authorization to proceed with our services on this project.

Pyramid appreciates the opportunity to be of service on this project. If there are any questions, or if we may be of further assistance, please do not hesitate to contact me at (707) 637-6764.

Respectfully submitted,

PYRAMID ENVIRONMENTAL

A handwritten signature in black ink, appearing to read "Jennifer Gomez".

Jennifer Gomez, C.A.C.
California Certified Asbestos Consultant #03-3328

Attachment: Work Order

WORK ORDER NO: 1

Issued Pursuant to Proposal 01-155-20; Effective Date: November 3, 2019; by and between Pyramid Environmental (Pyramid) and Napa Valley Unified School District (CLIENT).

CLIENT ADDRESS:

1616 Lincoln Avenue
Napa, CA 94558

PYRAMID ENVIRONMENTAL ADDRESS:

1572 Baywood Lane
Napa, CA 94558

Work Order Type:



Time and Material



Fixed Price



Other (describe):

SCOPE OF WORK: Conduct a limited asbestos and lead containing paint survey for the roof and associated roof structures. In addition, the exterior of the main school buildings and the older portables.

FACILITY LOCATION INVOLVED:

Northwood Elementary School, 2214 Berks Street, Napa, CA.
Napa Valley Language Academy, 2700 Kilburn Avenue, Napa, CA.
Alta Heights Elementary School, 15 Montecito Boulevard, Napa, CA.
Bel Aire Elementary School, 3580 Beckworth Drive, Napa, CA.

PERIOD OF PERFORMANCE:

FROM: November 3, 2019

TO: February 1, 2020

FEES: \$15,000

CLIENT:

Signature: _____

Title: Facilities Financial Analysis

PYRAMID ENVIRONMENTAL:

Signature: _____

Title: CAC