



1208 MAIN STREET
REDWOOD CITY, CA 94063

P: (650) 569-4020
E: INFO@PROTECH-CAL.COM

SURVEY PROPOSAL

AHERA 3-Year Reinspection

- Asbestos Containing Building Materials (ACBM) •

Revised October 27, 2025

Thomas DeRosa
Redwood City School District
601 James Avenue
Redwood City, CA 94603

Proposal No.: 2962-25gk.R1

Via Email: tderosa@rcsdk8.net
nfranco@rcsdk8.net

Pages: 05

Project	Department of MOT 750 Bradford St., Redwood City, CA	Kipp Excelencia Elementary School 2950 Fair Oaks Avenue, Redwood City, CA
	Adelante Selby Spanish Immersion School 170 Selby Lane, Redwood City, CA	Kennedy Middle School 2521 Goodwin Avenue, Redwood City, CA
	Clifford Elementary School 225 Clifford Avenue, Redwood City, CA	McKinley Elementary School 400 Duane Street, Redwood City, CA
	Creative Learning Center Elementary School 815 Allerton Street, Redwood City, CA	North Start Elementary School 400 Duane Street, Redwood City, CA
	Garfield Elementary School 3600 Middlefield Road, Redwood City, CA	Orion Elementary School 555 Avenue Del Ora, Redwood City, CA
	Harper Elementary School 3150 Granger Way, Redwood City, CA	Rocketship Learning Elementary School 909 Roosevelt Avenue, Redwood City, CA
	Henry Ford Elementary School 2498 Massachusetts Ave., Redwood City, CA	Roy Cloud Elementary School 3790 Red Oak Way, Redwood City, CA
	Hoover Elementary School 701 Charter Street, Redwood City, CA	Taft Elementary School 903 Tenth Avenue, Redwood City, CA
	Roosevelt Elementary School 2223 Vera Ave, Redwood City, CA	

Service Areas **Campus wide AHERA reinspection**

Project Description 3-year Reinspection of previously identified ACBM in accordance with US EPA's Asbestos Hazard Emergency Response Act (AHERA) for K-12 schools, as outlined in 40 CFR Part 763.

PROPOSAL

ProTech Consulting and Engineering proposes to conduct a 3-year reinspection of previously identified Asbestos-Containing Building Materials (ACBM) on the campus, in compliance with the Asbestos Hazard Emergency Response Act (AHERA).

This reinspection will focus on evaluating the condition of known ACBM and identifying any new damage or changes that could increase the risk of asbestos exposure to occupants. Importantly, this reinspection will not include identifying new

suspect materials or collecting new samples; therefore, materials previously classified as suspect ACBM will continue to be presumed to contain asbestos.

SURVEY SCOPE OF WORK

ProTech will perform the following environmental consulting services. Upon completion, a final report will be provided, summarizing analytical results, field observations, and evaluations based on relevant regulatory and industry standards:

- **Visual Reassessment:**
The upcoming reinspection will assess the condition of previously identified ACBM and will identify any new damage or changes in their condition. This comprehensive visual assessment is critical to maintaining compliance with AHERA and ensuring the ongoing safety and integrity of the campus environment.
- **Physical Examination:**
Our team will perform tactile assessments on previously identified nonfriable ACBM to ascertain whether any of these materials have transitioned to a friable state since the last inspection. This examination is essential, as nonfriable materials, which typically resist crumbling or pulverizing when dry, present a higher risk of asbestos fiber release upon becoming friable.
- **Identification and Classification of Newly Friable Areas:**
All friable ACBM, including those that have become friable since the last inspection, will be documented and reassessed. These materials will be classified based on their current condition, observed changes, and associated risks. The classification will help in determining the necessary management or remediation actions required to address any identified risks.

COMPENSATION

It is proposed that the fee for performing the proposed services be set on a lump-sum basis. Based on the outlined scope of services and the standard unit fee schedule, the cost breakdown will be as follows:

Service	Unit Type	Unit Qty	Unit Fee	Total
Professional Services				
Site survey, data collection, field documentation	Service	1	\$12,750.00	\$12,750.00
Report – data compilation, report draft, review	Hour	102	\$85.00	\$8,670.00
Project management, data review, technical report, and certification	Hour	16	\$225.00	\$3,600.00
			Fee Total	\$25,020.00

FEE NOTES

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis as quoted above. For any units not specified above, charges will be in accordance with ProTech's standard fee schedule.
- We consider all tasks and the final budget as a whole, allowing flexibility to reallocate pricing among different line items as needed.

CLIENT PROVISIONS

Client to provide:

- Unencumbered access to all project areas
- Project drawings – basic floor
- Original AHERA data
- Parking

PROJECT LIMITATIONS

ProTech's services will concentrate on visually accessible areas and materials. The scope is limited to previously identified Asbestos-Containing Building Materials (ACBM) and is not intended to seek out or identify new sources of asbestos. No destructive methods will be used to uncover hidden or concealed conditions. Given these limitations, ProTech will not be liable for any ACBM that remain unidentified.

TERMS & CONDITIONS

- Contract Form:** ProTech Consulting and Engineering provides professional services only. To provide our services we are required to possess professional credentials and certification (similar to an architect/engineer). ProTech does not provide construction services and we are not required to possess a contractor's license to perform our work. Because we are not contractors, We CANNOT execute a Construction/Contractor agreement. Clients that wish to prepare their own contract for our signature and execution must produce a Professional Services agreement. In the absence of such, this proposal shall act as the governing document.
- Scope of Service:** ProTech (Consultant) agrees to perform the services set forth in this Agreement and Client agrees to pay for said services on the terms set forth in this Agreement. Client shall pay for any extra services not set forth in this Agreement in accordance with Consultant's current fee schedule. Extra work includes, but is not limited to, changes in the scope of service and any services made necessary by unforeseen conditions not disclosed to Consultant at the time of entering into this Agreement, including, but not limited to, services as a witness in connection with litigation, arbitration, or other proceedings against persons other than Consultant. All alterations in scope of work requested by Client shall be in writing, executed by Client, or Consultant shall not be obligated to perform said alterations.
- Insurance:** Work performed for Client by ProTech constitutes an acceptance by Client of ProTech's current insurance coverage's and policies. Coverage's, limits, or policy types required by the client that are not currently held by ProTech, may (if available) be procured at additional cost (cost plus 20%) to Client. Payment to ProTech for services rendered may not be held or delayed for procurement or proof of insurance for coverage's, limits, or policy types not currently held by ProTech.

Optional Insurance Coverage

Optional	Additional Insurance Endorsement form CG20101185 (or it's equivalent)	Bid on request
Optional	Waiver of Subrogation	Bid on request

- Fee Schedule and Terms:** Client agrees to pay all fees and reimbursable expenses as rendered on invoices. Invoices will be submitted by Consultant semi-monthly for Consultant's services and reimbursable expenses. Reimbursable expenses are those that are defined in the attached fee schedule and/or proposal. Payment is due on each invoice within 15 days of the date of the invoice. Client agrees to pay a service charge of 1.67% per month on all due balances. Consultant may suspend services pending receipt of past due amounts. In the unlikely event that it becomes necessary for Consultant to enforce the terms and conditions of payment, the Client shall pay all reasonable costs and expenses, including attorney's fees incurred by the Consultant in connection with the collection of any amounts owed to Consultant. Any temporary respite granted by Consultant with respect to Client's obligation of prompt payment will not be deemed as a waiver of this provision.
- Standard of Care:** Consultant agrees to provide technical and professional analysis regarding the presence of specified contaminants at the test site, to use professional judgment and perform services using that degree of care and skill ordinarily exercised by reputable testing consultants under similar circumstances practicing in the Northern California area in respect to testing for the subject contaminant. No warranty, express or implied, of fitness is made or intended in connection with the work to be performed or by the furnishing of any oral or written reports by the Consultant other than for the express purpose indicated in Consultant's reports.
- Timeliness of Service:** The Consultant will work diligently to complete the service in a timely fashion. However, in no event shall the Consultant be responsible for any damage or expense due to delay from any cause.
- Modification/Change Orders:** Modification or cancellation of this contract must be in writing and signed by the parties. In the event of cancellation of this contract, Client agrees to pay Consultant for all services and materials provided by Consultant up to the time Consultant actually receives written notice of cancellation. If any statements or invoices remain unpaid for more than thirty days, Consultant shall have the right to terminate this contract and to cease performing further services pursuant to the contract and may further commence action to collect sums due.

8. **Problems with Accessibility:** In the event the job site and areas to be observed are not freely and readily accessible to Consultant's personnel and equipment because of obstruction or circumstances beyond the control of Consultant, Consultant may withdraw from this contract and be released from all further obligations. In such event, if work has already commenced, Consultant shall be entitled to payment of reasonable value of labor and/or materials supplied or purchased for the job to date of withdrawal.
9. **Use of Inspection Findings:** All of our reports shall remain valid for the time of delivery. It is up to Client to make use of them in a timely manner. The Consultant is in no way responsible for the use of these documents after such date.
10. **Limitation of Liability:** Consultant will not be responsible for the health or physical safety of persons on the test site, including contractors and third parties. Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or losses to property or persons, including death, arising out of the performance or nonperformance of obligations under this Agreement, except where Consultant is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction. Client further agrees that, in accordance with paragraph 2, above, Client will contact its insurer or insurance broker and have ProTech added as an additional insured on Client's Commercial General Liability policies and endorsements in respect to ProTech's work on the site. Client also agrees to pay ProTech an hourly fee of \$300.00 for any time ProTech personnel are required to personally appear in depositions or in court as a witness in any legal action brought against ProTech in relation to its work for Client. Client hereby agrees that, to the fullest extent permitted by law, Consultant's total liability to client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project of this agreement from any cause or causes, including but limited to negligence, errors, omissions, breach of contract or breach of warranty, shall not exceed two times the total fee for this project.
11. **Arbitration:** Any and all disputes relating to this Agreement or its breach shall be settled by arbitration in San Mateo County, California, in accordance with the current rules of the American Arbitration Association, and judgment upon the award entered by the arbitrator, including foreclosure of any liens, may be entered and/or ordered in any Court having jurisdiction thereof. Costs of arbitration, including reasonable attorneys' fees incurred by the prevailing party both in arbitration and in enforcing and executing said arbitration award after it is rendered by the arbitrator, shall be paid to the prevailing party by the party designated by the arbitrator. Notice of arbitration and enforcement of the award shall be made by first class mail, postage prepaid.
12. **Governing Law:** This contract shall be governed by the laws of the State of California.
13. **Entire Agreement:** This contract, including the attachments listed in paragraph 1, above, contains the entire Agreement between the parties. Any changes or modifications must be in writing and signed by both parties. No waiver of any right constitutes a continuing waiver. If any of the provisions of this Agreement are held to be invalid, the other provisions shall remain in effect and will be binding on the parties.

We appreciate this opportunity to be of service to you. Please feel free to contact me at (650) 569-4020 regarding any questions you may have concerning this proposal.

Proposed By

Glen Koutz

Glen Koutz, ProTech Consulting & Engineering

Accepted By

[Signature]

Martin Cervantes

(Print Name)

Director of Facilities

(Title)

Redwood City School District

(Company)