

June 4, 2019

Project Number: 1801-0724

Mr. Paul Nadeau, Director
Facilities Planning & Management
Gilroy Unified School District
210 Swanston Lane, Gilroy, California 95020

Subject: **Proposal to Prepare a Soil Management Plan (SMP) for CEQA-Documentation, Brownell Middle School Modernization Project, Gilroy, California**

Dear Mr. Nadeau,

Padre Associates, Inc. (Padre) on behalf of the Gilroy Unified School District (District) has prepared this proposal to prepare a *Soil Management Plan (SMP)* for CEQA-documentation for the Brownell Middle School Modernization Project, located at 7800 Carmel Street, in Gilroy, Santa Clara County, California (Project Site).

Background

A Preliminary Environmental Assessment (PEA) was completed for the Project Site and is documented in the report titled: *Preliminary Environmental Assessment, Brownell Middle School Modernization Project, 7800 Carmel Street, Gilroy, Santa Clara County, California* (Padre, May 2018). The PEA report was reviewed and approved by the California Environmental Protection Agency (CalEPA) Department of Toxic Substances Control (DTSC).

The purpose of the PEA was to establish whether a release or potential release of hazardous substances, which potentially pose a threat to human health via ingestion, dermal contact, and inhalation exposure pathways, exists at the Project Site.

The PEA identified elevated concentrations of arsenic, lead, OCPs and PCBs in soil at the Project Site, and recommended further action to reduce or eliminate the potential impact of these contaminants. The recommended remedial action was the excavation, transportation and off-site disposal of impacted soil at an approved landfill.

SCOPE OF SERVICES

Task 1 – Preparation of Soil Management Plan for CEQA Documentation

Padre will prepare a Soil Management Plan (SMP), which will be followed by Padre and the selected removal contractor. The SMP will include: a description of onsite contamination; the remedial action objectives and goals; and a detailed engineering plan for the selected remedial action including: a health & safety plan; Quality Assurance and Quality Control

(QA/QC) plan; sampling and analysis plan (SAP); dust control measures; air monitoring; and the collection of confirmation soil samples. Padre will submit an electronic copy and three bound copies of the SMP report to the District.

COST SUMMARY

The scope of services detailed herein will be performed on a time and materials basis in accordance with Padre's Professional Services Agreement and General Conditions, which are attached, for an estimated not-to-exceed cost of **seven-thousand and five-hundred dollars (\$7,500)**, unless otherwise previously approved by the District in writing.

SCHEDULE AND ASSUMPTIONS

Padre is prepared to begin work on the described scope of services immediately upon receiving authorization and will require approximately 3 weeks to complete.

Padre understands that the District's CEQA consultant would like to have a completed SMP report by June 28, 2019. Therefore, authorization is needed by June 10, 2019 to meet this timeline.

Padre understands that the District will eventually enter into a school cleanup agreement (SCA) with DTSC, and at that time the SMP will be used in preparing a Removal Action Workplan with DTSC review and approval.

AUTHORIZATION

To Authorize this proposal please sign the attached Professional Services Agreement and return a copy to Padre. Padre appreciates the opportunity to provide environmental consulting services to the Gilroy Unified School District. If you have any questions or require additional information, please contact the undersigned at (916) 333-5920, Ext. 240.

Sincerely,

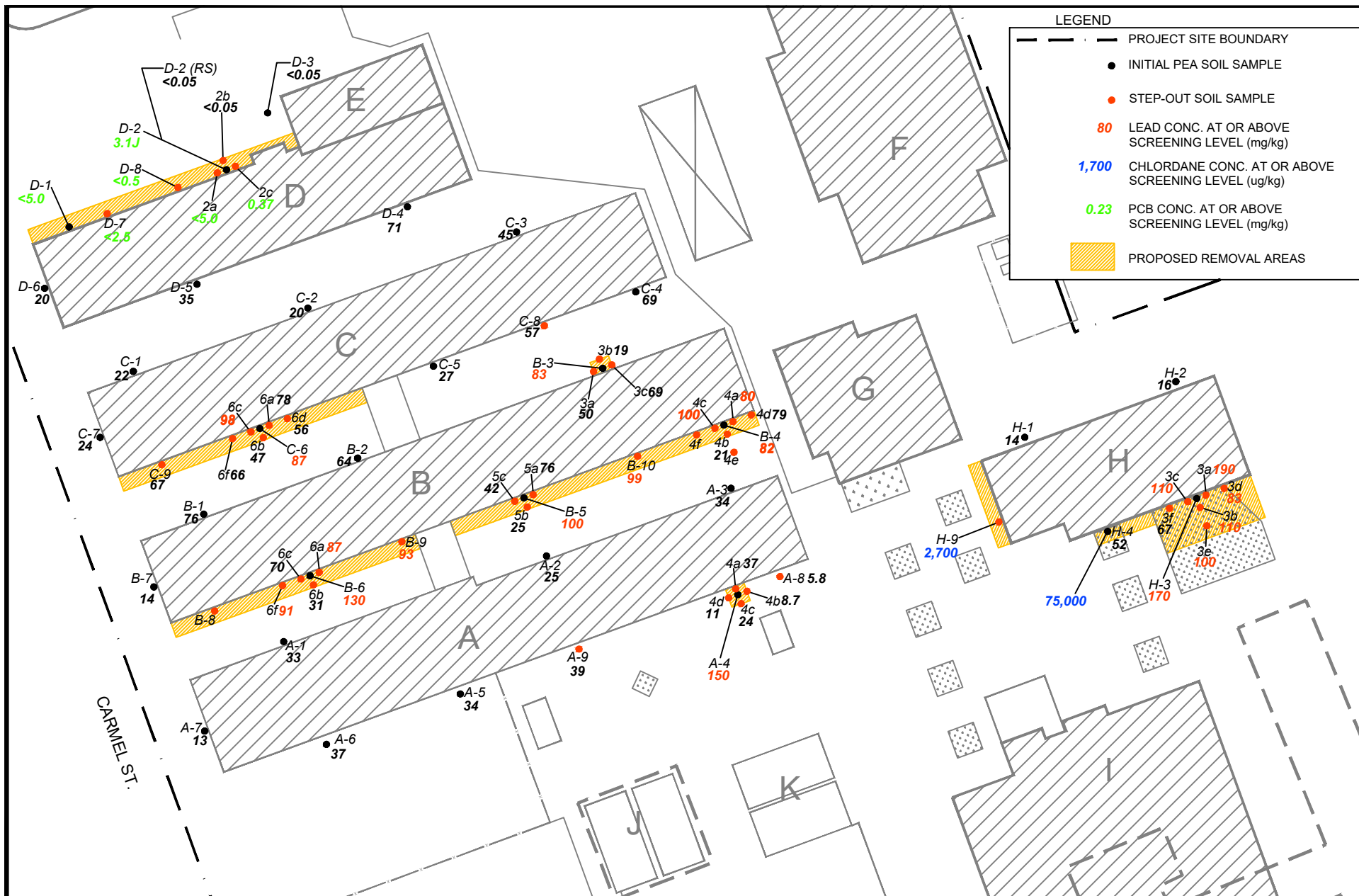
PADRE ASSOCIATES, INC.



Alan J. Klein, R.E.P.A., C.P.E.S.C., QSD/QSP
Senior Environmental Scientist

ATTACHMENTS: Plate 9-1: Extent of Lead, Chlordane, and PCBs-Impacted Soil
Plate 9-2: Extent of Arsenic-Impacted Soil
Professional Services Agreement and General Conditions
2019 Fee Schedule

Cc: C. John Dominguez, President, School Site Solutions, Inc.



PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between **PADRE ASSOCIATES, INC.** (CONSULTANT), and **GILROY UNIFIED SCHOOL DISTRICT** (CLIENT). This AGREEMENT is subject to the GENERAL CONDITIONS, printed on the second page, along with any other attachments specifically referenced herein.

Date:	<u>June 4, 2019</u>	Project No:	<u>1801-0724</u>
Client:	<u>Gilroy Unified School District</u>	Contact:	<u>Paul Nadeau</u>
Address:	<u>210 Swanston Lane, Gilroy, CA 95020</u>	Phone:	<u>(669) 261-5901</u>
Padre Contact:	<u>Alan Klein</u>	Phone:	<u>(916) 333-5920 x240</u>

Project Title: Brownell Middle School Modernization Project

Scope of Services:	<input checked="" type="checkbox"/>	Soil Management Plan (SMP) for CEQA
Compensation:	<input checked="" type="checkbox"/>	\$7,500.
Terms and Conditions:	<input checked="" type="checkbox"/>	Attached

The TERMS AND CONDITIONS of this AGREEMENT are accepted by:

CLIENT:

CONSULTANT:

GILROY UNIFIED SCHOOL DISTRICT

PADRE ASSOCIATES, INC.

BY:

BY: Alan J. Klein



Date:

Date: June 4, 2019

GENERAL CONDITIONS

1. PAYMENT. CLIENT accepts responsibility for payment of CONSULTANT under the conditions stated herein. All invoices are due and payable upon presentation. Amounts unpaid more than thirty (30) days after the date of the invoice shall bear interest at the rate of one-and-one-half (1.5) percent per month or the maximum rate permitted by law, whichever is less.

2. STANDARD OF CARE. CLIENT recognizes that site and subsurface conditions may vary from those observed at locations where drill holes, surveys, or explorations are made, and that site and subsurface conditions may change with time. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT. CONSULTANT is responsible for its data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed, or for information provided by others.

CONSULTANT agrees to strive to perform the services set forth in this AGREEMENT in accordance with generally accepted professional engineering and geologic practices, in the same or similar localities, at the time the services are performed. CONSULTANT's services shall not be subject to any express or implied warranties whatsoever.

3. CLIENT RESPONSIBILITIES. The CLIENT shall provide all information it has access to that relates to the site and may bear upon the services of the CONSULTANT, including, but not limited to, a legal description of the site, a site plan, the location of utilities and underground structures at the site, previous geologic/geotechnical reports and any previous environmental assessments and audits. The CLIENT shall obtain all necessary authorizations and permits to allow the CONSULTANT to have access to the site at reasonable times throughout contract performance. CONSULTANT will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and CLIENT agrees to assume responsibility for same. CLIENT agrees to assume responsibility for damages due to CONSULTANT's interference with subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided to CONSULTANT.

4. LIMITATION OF LIABILITY. CLIENT hereby agrees that to the fullest extent permitted by law the CONSULTANT's total liability to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this AGREEMENT from any cause or causes, including, but not limited to, the CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the greater of the total amount paid by the CLIENT for the services of the CONSULTANT under this contract or \$50,000.00, whichever is greater. CLIENT and the CONSULTANT further agree that, to the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, or consequential damages.

5. INDEMNIFICATION. CLIENT shall defend, indemnify, and hold harmless CONSULTANT and its directors, officers, shareholders, employees, contractors, subcontractors, agent, or affiliates from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, punitive damages, losses, costs, liabilities, interest, and attorneys' fees (including any such fees and expenses incurred in enforcing this indemnity) which, irrespective of CONSULTANT's negligence: (a) exceed the limitation on CONSULTANT's liability provided for in Article 4, or (b) result from, arise out of, or are in any way connected with: (i) acts or omissions of CLIENT, CLIENT's employees, agents, and subcontractors and their employees or agents; (ii) the release of any hazardous substance; or (iii) any other generation, treatment, or transport of waste materials.

CLIENT agrees that CONSULTANT had nothing whatsoever to do with the creation, existence, or presence of asbestos, hazardous substances, or pollutants on or near the subject property. Accordingly, and to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to CONSULTANT's reports or recommendations concerning this AGREEMENT, CONSULTANT's presence on the project property, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; provided that CLIENT shall not indemnify CONSULTANT against liability for damages to the extent caused by the negligence or intentional misconduct of CONSULTANT, its agents, subcontractors, or employees.

6. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS. If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project costs will be reconsidered and that this contract shall immediately become subject to renegotiation or termination.

7. SAMPLE DISPOSAL. Samples of unpolluted soil and rock will be disposed of by the CONSULTANT thirty (30) days after submission of the final Report. If samples are suspected to contain hazardous substances as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing (i) return such samples and materials to CLIENT, or (ii) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assumes title to said waste.

2019 FEE SCHEDULE (GILROY USD)

2019 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional	\$ 160/hr
Senior Professional II.....	\$ 140/hr
Senior Professional.....	\$ 130/hr
Project Professional II.....	\$ 120/hr
Project Professional.....	\$ 110/hr
Staff Professional II.....	\$ 100/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Drafting.....	\$ 70/hr
Word Processing	\$ 60/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Direct Costs.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 85/day
Automobile Mileage (>100 mi RT).....	IRS Standard Mileage Rates