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## **ASBESTOS & LEAD (PB) PROJECT MONITORING**

August 16, 2019

Ms. Carol Smith  
Sylvan School District  
605 Sylvan Avenue  
Modesto, CA 95350

PROPOSAL NO.: 037-19gk  
VIA EMAIL: CSmith@sylvan.k12.ca.us  
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**PROJECT**      **Ustach Middle School**  
2701 Kodiak Dr.  
Modesto, California

**SCOPE**      Proposal for asbestos abatement and lead (Pb) monitoring services.

### **PROPOSAL**

It is agreed that the scope of services to be provided by ProTech will be limited to the performance of asbestos consulting services for the above referenced project. It is agreed that ProTech will provide the following services:

<b>SERVICES REQUESTED BY CLIENT</b>
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#### **Project Documents**

- Develop and prepare written project documents that forth the guidelines for removal, handling, and treatment of Hazardous materials. The following documents will be prepared:
  - Asbestos abatement specification
  - Lead paint instructions to all bidders

#### **Abatement Plan Review**

- **Plan Review**  
ProTech will conduct a critical review of the contractor's asbestos abatement plan. The plan review will be performed to assess its application and appropriateness for the specific work being conducted and compliance with applicable regulatory & industry standards.

#### **Project Monitoring**

- **Pre-work Containment Inspection:**  
Inspect work areas containments and engineering controls to document compliance with applicable standards.
- **Daily Full-shift Air Monitoring - 15 Days:**  
Collect air samples adjacent to active work to indicate the effectiveness of engineering controls to contain contaminants. Daily sample will be collected as follows:
  - Asbestos - phase contract microscopy (PCM)
  - Lead (Pb) – atomic absorption spectrometry (AAS)

- **Daily Inspections:**  
Perform daily progress inspection to assess contractor's compliance with appropriate work standards. ProTech's technician will not be on site full-time. ProTech will not provide comprehensive oversight of the project and will not be able to verify, or attest to the work performed by the contractor during the shift.

#### **Post Abatement Clearance**

- **Visual Clearance Inspection - 3 Work Area:**  
Perform post abatement visual inspections to assess that work has been sufficiently completed.
- **Lead Clearance Testing - 2 Work Areas:**  
Collect post work wipe samples to document appropriate surface lead levels to allow general reentry of the work area

#### **Project Report**

- **Final Report:**  
Prepare and deliver a final written report summarizing the work perform, sample results, findings and conclusions.

#### **PROJECT PARAMETERS**

It is agreed and understood that ProTech's scope of services will be conducted over the course of ten (15) work days.

#### **COMPENSATION**

It is proposed that the fee for performing the proposed services be determined on a lump-sum basis for professional services plus unit costs for each sample collected and analyzed. Based on the proposed scope of services and the standard unit fee schedule, the cost of providing these will be as follows:

Category	Units	#/Units	\$/Unit	Total
<b>PROFESSIONAL SERVICES</b>				
Project documents & document review	Item	1	\$800.00	\$800.00
Monitoring, field documentation, sample collection, sample processing, equipment and supplies	Shifts	4	\$760.00	\$3,040.00
Report – data processing	Hour	8	\$85.00	\$680.00
Report - data review, technical report, and certification	Hour	1	\$150.00	\$150.00
<b>PS Total</b>				<b>\$4,670.00</b>
<b>LABORATORY</b>				
PCM - asbestos air sample analysis	Sample	10	\$25.00	\$250.00
AA – lead sample analysis	Sample	10	\$35.00	\$350.00
<b>Lab Total</b>				<b>\$600.00</b>
<b>Total Fee</b>				<b>\$5,270.00</b>

#### **Fee Notes**

- Additional work required beyond the proposed scope of services will be invoiced on a unit fee basis, in accordance with ProTech's standard schedule.
- ProTech intends on performing consulting tasks within the proposed budget. Although the proposed fees are itemized (see compensation tables above), we are looking at all tasks and the final budget in its entirety. Funds

allocated for certain items/tasks that are not used or come in under budget, may be applied to other items/tasks that exceed the allocation or come in over budget.

#### TERMS & CONDITIONS

**1. 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.

**2. 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.

#### **3. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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 \$100.00 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)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)