



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

December 12, 2019

Project Number: 1801-0726

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

Subject: **Proposal to Provide Environmental Services for Completing AOC-1 of the Removal Action for the 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 provide environmental services for completing Area of Concern - 1 (AOC-1) of the Removal Action for the Brownell Middle School Modernization Project located at 7800 Carmel Street in Gilroy, Santa Clara County, California (Project Site).

## **Background**

The Preliminary Environmental Assessment (PEA) identified organochlorine pesticides (OCPs), arsenic, lead, and polychlorinated biphenyls (PCBs) in surface and shallow surface soil at concentrations exceeding U.S. EPA Regional Screening Levels (RSLs), DTSC-modified screening levels, or ambient background concentrations.

The selected removal action as described in Removal Action Workplan (RAW) is the excavation, transport, and off-site disposal of soil containing elevated levels of the identified chemicals of concern (COC). The excavation plan has been designated into three areas of concern (AOCs) to be addressed in three phases. This proposal is for AOC-1 and consists of approximately 45 cubic yards of PCBs-impacted soil (refer to Plate 7-5).

## **SCOPE OF SERVICES**

Padre will provide the following environmental services during the completion of AOC-1 of the planned removal action for the Brownell Middle School Modernization Project.

### **Task 1 – Project Management**

Padre will provide overall project management, planning, coordination, and scheduling for the planned removal action. This task includes project coordination and meetings with the District, the District's Removal Contractor, and DTSC.

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## **Task 2 – Pre-Construction Activities**

Padre will attend an onsite pre-construction meeting with the District and the District's removal contractor. Pre-construction activities will include delineation of the excavation area (Padre); utility clearance (Contractor); site security (Contractor); and contaminate control (Contractor).

## **Task 3 – Environmental Oversight, Monitoring and Sampling**

Padre will provide environmental oversight for the removal action activities, including dust monitoring and soil sampling. Dust monitoring will be conducted during the excavation of impacted soil. Upon completion of the excavation area, Padre will collect confirmation soil samples from the excavation bottom and sidewalls. Additionally, Padre will collect composite soil samples from the soil bins for waste classification and approval for disposal to the appropriate disposal facility.

## **Task 4 – Laboratory Program**

The laboratory program will consist of analyzing collected confirmation soil samples for the presence of:

- PCBs by U.S. EPA Method 8082.

In addition, the laboratory program will consist of analyzing collected waste classification soil samples for the presence of:

- OCPs and PCBs by U.S. EPA Method 8081A/8082;
- CAM17 Metals by U.S. EPA Method 6000/7000 series;
- TPH (g, d, mo) by U.S. EPA Method 8015M;
- VOCs by U.S. EPA Method 8260B; and
- SVOCs by U.S. EPA Method 8270C.

Analytical laboratory costs were calculated using a 3-day turn-around time.

## **Task 5 – Reporting for AOC-1**

Padre will prepare a report documenting that all activities were conducted pursuant to the RAW and that the RAW's standards and objectives for AOC-1 of the removal action were met. The report will include results of confirmation soil sampling from the excavation area, and copies of weight tickets from the landfill. The AOC-1 report will be submitted to DTSC for review and to obtain partial site approval. The AOC-1 report results will also be incorporated into the final removal action completion report (RACR) for the Project Site.

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## 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 a cost estimate of \$21,590. A summary of the cost estimate is outlined below:

<u>Removal Action for AOC-1</u>	<u>Cost Estimate</u>
Task 1 – Project Management	\$ 1,865.
Task 2 – Pre-construction Activities	\$ 1,925.
Task 3 – Environmental Oversight, Monitoring and Sampling	\$ 11,200.
Task 4 – Laboratory Program	\$ 2,300.
Task 5 – Reporting for AOC-1	<u>\$ 4,300.</u>
Total Cost Estimate:	\$ 21,590.

## SCHEDULE AND ASSUMPTIONS

The DTSC is anticipated to approve the Draft-RAW in January 2020 and the Final-RAW in February 2020. At that time the removal action can commence.

Several assumptions have been made in developing this proposal and cost estimate and, if not valid, will constitute a change in the scope of services, requiring an adjustment in project cost. We will notify the District of any such changes in writing. Assumptions and limitations to our scope of services are presented below:

- The removal contractor will follow the procedures and requirements presented in the RAW;
- Only authorized personnel will be allowed to enter the “AOC-1 – Work Zone”;
- The “AOC-1 – Work Zone” will be secured by a chain-link fence and locked gate;
- All imported fill material will be certified as “Clean Fill Material” per the RAW; and
- This proposal does not include costs for characterizing imported fill material.

## 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.**

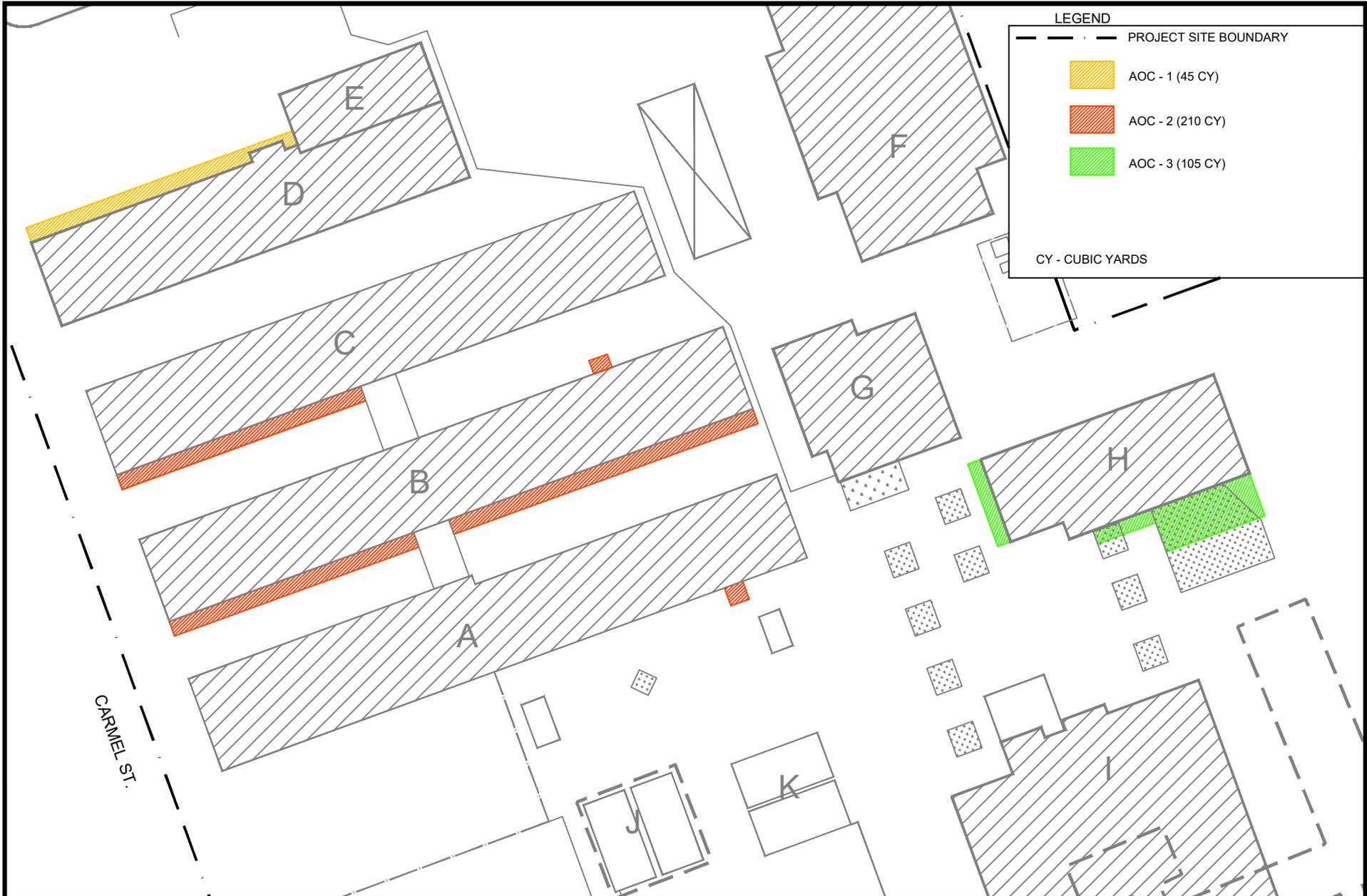


Alan J. Klein, R.E.P.A., C.P.E.S.C., QSD/QSP  
Senior Environmental Scientist



Alan Churchill, P.G.  
Project Geologist

ATTACHMENTS: Plate 7-5: Excavation Areas  
Professional Services Agreement and General Conditions  
2019 Fee Schedule



**LEGEND**

--- PROJECT SITE BOUNDARY

AOC - 1 (45 CY)

AOC - 2 (210 CY)

AOC - 3 (105 CY)

CY - CUBIC YARDS

**padre**  
 associates, inc.  
 ENGINEERS, GEOLOGISTS &  
 ENVIRONMENTAL SCIENTISTS

**BROWNELL MIDDLE SCHOOL  
 GILROY UNIFIED SCHOOL DISTRICT  
 7800 CARMEL STREET  
 GILROY, SANTA CLARA COUNTY, CALIFORNIA**

PROJECT NO. 1801-0725	DATE 10/7/19	DR. BY AC	APP. BY AJK
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**PLATE 7-5  
 EXCAVATION AREAS**

**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: December 12, 2019 Project No: 1801-0726  
Client: Gilroy Unified School District Contact: Paul Nadeau  
Address: 210 Swanston Lane, Gilroy, CA 95020 Phone: (669) 261-5901  
Padre Contact: Alan Klein Phone: (916) 333-5920 x240

Project Title: Brownell Middle School Modernization Project

Scope of Services:  Removal Action (RA) for AOC-1  
Compensation:  \$21,590.  
Terms and Conditions:  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

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Date:

Date: December 12, 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 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%
Per Diem (overnight stay) .....	\$ 220/person
Vehicle .....	\$ 85/day
Automobile Mileage (>100 mi RT).....	IRS Standard Mileage Rates