



March 6, 2017

Mr. Joe Flatley

Milpitas Unified School District

1331 Calaveras Blvd

Milpitas, CA 95035

RE: Risk Level 1 SWPPP Compliance Services for McCandless Elementary School – QSD/P Oversight Services

Dear Mr. Flatley,

Kaz & Associates Environmental Services (K&AES) is pleased to submit the following SWPPP consultant proposal for compliance with the State Construction General Permit (Order #2009-0009-DWQ) and to provide QSD/P oversight for Milpitas Unified School District's McCandless Elementary School Project.

The proposed SWPPP consultant budget has been organized as follows for your review and evaluation:

- Scope of Work
- Cost Estimate
- Period of Service

SCOPE OF WORK

The proposed storm water pollution prevention services will support the planned Blach Construction Company work related to the McCandless Elementary School Project in Milpitas, CA. The field activities associated with the work to be conducted include, but are not limited to the following:

- Land Development Phases
 - Grading, Excavation, and Backfilling

- Soil Import/Export and Relocation
- Underground Utility Installation
- Street and hardscape paving
- Vertical Construction of New Structures and Site Features
 - Installation of slabs and utility tie in
 - Vertical construction of new school buildings and associated site features
 - Hardscape installation
 - Landscaping and site restoration
- Post Construction BMP installation and completion
 - O/M completed and approved

K&AES proposes storm water services support in the implementation of a Storm Water Pollution Prevention Plan (SWPPP) based on the provided construction schedule of June 5, 2017 with an estimated completion date of July 1, 2018. The purpose of the SWPPP is to provide actions and direction to minimize impacts of runoff and non storm water related to the construction activities consistent with standard construction practices and in accordance with the California State NPDES General Permit Order No. 2009-0009-DWQ and all other site specific water quality parameters (local requirements).

Preliminary Risk evaluation indicates the project site is a Risk Level 1 site.

The Contract scope of work is comprised of the following tasks:

Task	Description
1	SWPPP/Notice of Intent (NOI) Development
2	QSD SWPPP Amendment/Site Plan Update
3	QSP Inspections/Monitoring and Reporting
4	Annual Report
5	Notice of Termination
6	Consultation

The tasks outlined above are described in detail in the Scope of Work provided as Attachment A.

COST ESTIMATE

The cost estimate for the above described scope through project duration will be billed according to the rates listed in the table below:

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Price</u>
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SWPPP/NOI Development	1	\$3,000.00	\$3,000.00
QSD SWPPP Amendment/Site Plan Update	1	\$1,000.00	\$1,000.00
QSP Inspections & Monitoring	32	\$300.00	\$9,600.00
Annual Compliance Certification Report	1	\$1,000.00	\$1,000.00
Notice of Termination (NOT)	1	\$500.00	\$500.00
Consultation*	12 Hours	\$125.00	\$1,500.00
Estimated Total for Services Based on Approximate Project Schedule. <u>Any unused services will not be billed.</u>			\$16,600.00**

**Consultation hours is a budgeted allotment of hours to be used for services that may or may not be required. These areas will be used as outlined in the scope of work on page 5 and/or by authorization by Blach Construction.*

***Estimated total for services is a budgeted amount. K&AES does not allow for retainer on payments for services provided.*

For the purpose of the proposal, the cost estimate reflects an assumed level of professional services and is based on the following assumptions with regards to the project:

Field Visits

- Potential site visit for preliminary assessment of pre-construction conditions;
- Site visit for kick-off meeting and SWPPP training;
- Qualified Storm Water Practitioner (QSP) site visits; inspections to be conducted bi-weekly for the duration of construction

Other Assumptions

- Non-visible pollutants are not present in site storm water runoff or non storm water, however this assumption will need to be confirmed;
- Installation of BMPs to be completed by others; and,
- Construction personnel to conduct routine BMP inspections when QSP is not on-site, as well as implement corrective actions as needed directed by the QSP

PERIOD OF SERVICE

The estimated period of service for the scope of work is for the construction schedule of June 2017 to July 2018.

K&AES appreciates the opportunity to provide the consulting proposal for Milpitas Unified School District's McCandless Elementary School Project. Please contact me at 707-747-1126 should you have any comments, questions or concerns.

Sincerely,

Patrick Murphy

Principal

Kaz & Associates, LLC

p.murphy@kazandassoc.com

Attachment A
Consultant Scope of Work
McCandless Elementary School Project
Milpitas, CA

The scope of work is comprised of those activities required to prepare a Notice of Intent (NOI) and a site specific Storm Water Pollution Prevention Plan (SWPPP) in compliance with the Construction General Permit (CGP). K&AES will provide project QSD/P oversight that meet CGP requirements by conducting periodic site inspections related to SWPPP implementation and management during each phase of construction. Specific activities include preliminary communication with the client's designated project managers or construction staff to develop a thorough understanding of the job phases, determine the required data collection efforts, prepare a draft NOI and SWPPP for review, revise and finalize the NOI and SWPPP based on any comments, complete SWPPP amendments, conduct QSP site inspections to monitor BMP implementation and outline actions needed to ensure compliance during construction activities. Other services include completion of the required yearly Annual Report, training of designated site staff, preparation and submittal of Notice of Termination, and other consultation services.

The Contract scope of work is comprised of the following tasks:

Task	Description
1	SWPPP/Notice of Intent (NOI) Development
2	QSD SWPPP Amendment/Site Plan Update
3	QSP Inspections/Monitoring and Reporting
4	Annual Report(s)
5	Notice of Termination
6	Consultation

The task(s) are further described in detail on the following pages:

Task 1 – SWPPP/NOI Development

Gathering of all necessary information will be required in order to ensure proper SWPPP and NOI development. The following information will be needed in order to develop a site specific SWPPP plan:

1. Name, Address, and Contact Info for the Property Owner or Entity

6600 Goodyear Road Benicia, CA 94510
Phone: (707) 747-1126 Fax: (925) 871-5172

- a. Owners designated Legally Responsible Person (LRP)
 - b. SMARTs database account linking for K&AES staff to upload project documents
2. Blach Construction Co. Staff Contact Info (Name, Title, Phone and Email) for Project Manager, Superintendent, and any other Staff to be Trained by QSP
3. Copy of the Geotechnical Report
4. Copy of the Environmental Impact Report or any applicable site Specific Environmental Permits (i.e. 401 Water Quality Certification, Army Corps, 404, Fish & Wildlife Streambed Alteration 1600, etc.) - If applicable or available
5. Site Map in **AutoCAD** format showing all project layout, grading, drainage, and utilities
6. Engineers Post Construction Storm Water Management or Control Plan that meet local C.3 requirements – required for NOI upload
7. Total project Area Acreage and total area to be disturbed
8. Summary of construction activities to take place with site logistics plan showing proposed storage/laydown areas, construction fencing, points of access, etc.
9. Anticipated Construction Schedule (Start and End Dates) **On File**

If feasible or necessary, a site walk will be conducted to verify the area of the project with the potential to impact storm water including demolition, soil management areas, grading areas, equipment lay-down areas and other areas to be included in the Area of Disturbance.

Blach Construction Co. will receive two (2) copies of the report as well as an electronic copy of the SWPPP and all appendices within two-three (2-3) weeks of obtaining all necessary documentation/information. **Any additional SWPPP binders that are requested will incur an additional cost of \$100.00 per binder.**

K&AES will ensure dedicated professional resources are assigned to complete the scope of work including a Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP). Routine communication will occur between Blach Construction Co's project team members and will be ongoing for the duration of the project. Specific activities will include periodic review of the project status relative to the project goals including inspection results/action items, quality of deliverables, project budget and schedule.

Task 2 – SWPPP Amendment/Site Plan Update

The CGP requires that the project’s SWPPP is a living document and the plan will be updated as construction progress and site conditions change. SWPPP Amendments will be created, prior to the rainy season, and signed by the QSD to reflect site conditions as they change, to modify the SWPPP plan for significant changes to the site and/or if compliance issues require an Amendment to be created.

Task 3 – QSP Inspections/Monitoring, Reporting and Training

Periodic construction site inspection visits will be conducted subsequent to the initiation of this consultant agreement in order to provide the required certified QSP oversight for construction activities and BMP implementation. Specific site inspection activities include the assessment of site activities/conditions, inspection of BMPs, monitoring of any ongoing corrective actions (if identified from previous inspections) and direct communication with the construction staff responsible for on-site SWPPP implementation and management. An inspection report will be submitted to the construction manager via electronic mail within 24-48-hours of a site visit, unless significant issues are observed that need immediate corrective action.

Based on the project’s Risk Level, QSP oversight inspections will be performed a minimum of bi-weekly through project duration. It is anticipated that the first site inspection visit will be conducted during the month of June 2017 with subsequent site inspections conducted regularly until project completion. In addition, designated on-site staff will be trained appropriately by the QSP in order to conduct daily and routine site inspections required by the CGP.

The cost associated with QSP site inspections includes the following:

- Travel time to and from K&AES main office
- Report Write up and Submittal
- One hour (1) of on-site field inspection time
 - If a site inspection requires additional field time beyond one (1) hour, the additional hours will be billed at the consultation rate

Task 4 – Annual Report

As required by the CGP, all dischargers must prepare and electronically submit an annual report no later than September 1st of each year, using the Storm water Multi-Application Reporting and Tracking System (SMARTS). Filing of the project’s yearly Annual Report will be completed on

behalf of Blach Construction Company and submitted to the owner for approval prior to LRP certification. Annual Reports are required for projects that are enrolled for three (3) continuous months of permit coverage. The CGP outlines the construction year as July 1st of the previous year to June 30th of the current year. Annual Reports are required to be submitted to the State Water Board's SMARTS database by September 1st of the current year to avoid noncompliance violations and potential fines.

The Annual Report must include a summary and evaluation of all sampling and analysis results, original laboratory reports, chain of custody forms, a summary of all corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented.

Task 5 – Notice of Termination (NOT)

The Notice of Termination (NOT) will be submitted upon completion of all site construction activities and once the project meets the applicable NOT conditions (stabilized site with operational Post Construction BMP). The filing of the NOT will be completed within 90 days of when construction is complete or ownership has been transferred. Prior to the submittal of the NOT, a final inspection must be conducted to photo-document completed conditions and post construction BMP implementation. The final Annual Report must be submitted and certified prior to the NOT upload and certification. Upon Regional Board acceptance, the project's NOI and open permit will be closed and a NOT approval letter issued.

Task 6 – Consultation

Consultation services are for work done that falls outside the scope of this contract. Examples of such work are:

- SMARTS system administration services;
- Additional field inspections and sampling services (field hours or at request of project staff);
- Change of Information (COI) submittals;
- Meetings with State, Local Agencies and/or Owner to assist your site manager in storm water compliance issues;
- Training on-site staff and;
- Other services that may require site visits or consultation

These consultation hours will only be used per your request and authorization

AUTHORIZATION FORM

**Storm Water Pollution Prevention Program
For
McCandless Elementary School Construction Project**

I authorize Kaz & Associates, LLC to precede with the listed Storm Water Services to ensure compliance for the duration of construction.

Authorized Signature

Date

Printed Name

Title

<u>Item</u>	<u>Quantity</u>	<u>Rate</u>	<u>Price</u>
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Disclaimer:

Unless otherwise noted, referenced standards and specifications for BMPs included in the Storm Water Pollution Prevent Plan (SWPPP) will follow recommendations of the Construction General Permit, Order No. 2009-0009-DWQ and the California Stormwater Quality Association (CASQA) BMP Manual Guidelines. If, in the unlikely event, the BMP details are not sufficient, or pose a threat to water quality, public health or property, or safety concerns are perceived to exist by using the recommended BMPs, please contact Kaz & Associates, LLC for clarification or changes. If contracted to conduct site inspections, Kaz & Associates, LLC staff are trained to assess the site conditions, recommend corrective actions, and ensure that the implemented BMPs and or corrective actions are installed correctly and are effective.

This SWPPP plan will be prepared in accordance with the Clean Water Act and RWQCB General Construction Permit, Order No. 2009-0009-DWQ to comply with environmental regulations during the project construction. The decisions on how to operate the construction site, including but not limited to the SWPPP implementation and installation of BMPs, as recommended, rest solely with the project Owner and the General Contractor and/or Sub-contractors, not with Kaz & Associates, LLC. Therefore, Kaz & Associates, LLC is not liable for the operational decisions of the Owner and/or General Contractor to follow the recommendations as outlined in the SWPPP or in any site inspection recommendations performed by Kaz & Associates, LLC staff. It is the Owner and/or General Contractor responsibility to ensure the site maintains compliance at all times during construction.

Kaz & Associates, LLC staff are contracted to assess the active, inactive, completed and stabilized areas to ensure that the implemented practices will be effective in minimizing potential pollutant discharges during construction. Kaz & Associates, LLC can ensure compliance only when the Owner and/or the Contractor implement all recommendations and corrective actions in a timely manner and effectively. Situations may arise, that even with appropriate erosion and sediment control measures implemented throughout the site failures may occur.

The Owner and or owner's Contractor agrees to hold Kaz & Associates, LLC harmless for any potential violations the Owner/Contractor may receive for operational violations from regulatory agencies, including but not limited to, such as city governments, the State, or EPA.

Kaz & Associates, LLC will answer questions on how the SWPPP was prepared, inspections were conducted, corrective actions were recommended/implemented and defend all recommendations made with any regulated authority that may request it. By accepting the proposal, the Owner and their contractor(s) accept this disclaimer and its conditions.