



July 25, 2017

Mr. Mike Smith
Facilities Director
Scotts Valley Unified School District
4444 Scotts Valley Drive, Suite 5b
Scotts Valley, California 95066
831.439.9555 ext. 126 (t)

via e-mail
msmith@scottsvalleysd.org

Subject: Proposal for Abatement Oversight Services for the Renovation of the Scotts Valley Middle School Wings A, B, C and the Old Administration Building Located at 8 Bean Creek Road in Scotts Valley, California
Proposal No. 172190

Dear Mr. Smith:

M³ Environmental Consulting (M³) is pleased to present this proposal to conduct asbestos-containing materials (ACM) and lead containing paint (LCP) abatement oversight services for the renovation of the Scotts Valley Middle School Wings A, B, C and the Old Administration Building located at 8 Bean Creek Road in Scotts Valley, California.

This proposal is based on information provided during a telephone conversation site with you and subsequent e-mail correspondence with M³.

Project Understanding

M³ understands that a hazardous materials survey was conducted by SCA Environmental Inc., and that Coastwide Environmental of Watsonville, California will be conducting the abatement of the materials found. Coastwide anticipates the abatement will take approximately 8 weeks (40 8-hour shifts) to complete the project starting in early December 2017.

For budgetary purposes, this abatement oversight portion of this proposal is based on the assumption that the abatement contractor will complete the asbestos abatement work in 40 8-hour work shifts, (including set-up, visual inspections and air clearances in 15 containments). Additional services if required to complete the project will be provided on a time and materials basis (T&M).

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding. M³ will provide the following services to successfully complete this project:

M³ proposes to assist with the removal project by providing project air monitoring and observation services during removal as follows:

- Provide an industrial hygienist to manage the project, supervise M³ staff working on the project and attend pre-bid and pre-construction meetings, as requested.
- Review the abatement contractor's submittals for conformance with regulatory requirements.
- Conduct area air sampling during asbestos and lead removal activities at locations adjacent to the work areas to evaluate contractor work practices and to evaluate how well fibers and dust emissions are being contained in the regulated work areas.

In the event that airborne fiber counts exceed the United States Environmental Protection Agency (USEPA)-recommended PCM clearance level of 0.01 fibers/cubic centimeter (f/cc), these samples will, with your prior authorization, be submitted for confirmatory analysis by transmission electron microscopy (TEM), utilizing the USEPA Asbestos Hazard Emergency Response Act (AHERA) analytical protocol. This method differentiates asbestos fibers from other fibers.

- Observe the work practices and procedures of the abatement contractor during asbestos and lead removal activities and monitor conformance with applicable federal, state, and local regulations. We will complete daily checklists summarizing field observations and will include these in a written report at the completion of the project.
- Conduct a visual inspection prior to collecting clearance air samples for asbestos and dust wipes for lead. It is anticipated there will be 15 containments and the asbestos air samples will be analyzed by TEM. Five samples will be collected from each containment per the AHERA protocol.
- Prepare and submit a written report at the completion of the project documenting project activities and monitoring results.

Fees

All services described will be provided based on the following fee schedule:

Abatement Monitoring

M³ anticipates the project can be conducted for a **T&M fee** based on the scope of work as described and the following rates:

<u>Staff/Expense</u>	<u>Budget</u>	<u>Unit</u>	<u>Total</u>
Principal Hygienist/CAC (submittal review, meetings, as needed)	10 hour	\$205/hour	\$2,050.00
Staff Environmental Consultant (Prep, travel, monitoring, clearances, report)	370 hours	\$95/hour	35,150.00
Clerical	10 hour	\$65/hour	650.00
<u>Reimbursables</u>			
PCM air samples (3-day turnaround)	160 samples	\$12/sample	1,920.00
Lead air samples (3-day turnaround)	80 samples	\$14/sample	1,120.00
Lead dust wipe samples (24-hr. turnaround)			
TEM air samples (24-hr. turnaround)	75 samples	\$150/sample	11,250.00
Mileage, copies, supplies, FedEx shipping	cost plus 15%		2,000.00
	<i>Estimated Monitoring Fee</i>		\$54,140.00

Extra hours for additional or longer shifts, meetings outside of the work shift hours, or other necessary activities will be charged according to the rates as shown, plus overtime, upon receipt of your prior approval.

Our estimated fee is based on the following assumptions:

- The proposal is for budget purposes only as no schedule has been provided. This proposal is based on the assumption that the contractor will complete the abatement work within 40 8-hour work shifts, plus travel to and from the site, conducted during work week days (Monday-Friday). Clearances will be conducted in up to 15 containments. Costs for M³ to conduct this project are dependent on the performance and timeliness of the asbestos abatement contractor.
- Extra hours for additional or longer shifts, weekends, holidays, meetings outside of the work shift hours, or other necessary activities will be charged according to the rates as shown, plus overtime, upon receipt of you prior approval. The overtime rate for a staff consultant is \$115/hour.



Thank you for the opportunity to submit our proposal to you. We look forward to working with you on this project. If you have any questions please call me at 831.649.4623.

Sincerely,
M³ Environmental Consulting LLC.



Chris G. Gatward
Principal
CAC, CMC

Attachment - Proposal Acceptance

ACCEPTANCE

The above proposal is acceptable and within the approval authority of the undersigned. This acknowledgment shall have the force and effect of Notice to proceed to provide the proposed services in accordance with stated rates, based on the following terms:

M³ Environmental Consulting LLC Terms

An invoice for M³ Environmental Consulting LLC (M³) services shall be submitted monthly, or at the completion of the project. Invoices shall be payable within 30 days after the invoice date.

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Any claims or disputes arising between M³ and the Client shall be submitted to non-binding mediation. The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M³, M³ officers, directors, employees, and agents from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities, or costs attributed to the sole negligence or willful misconduct of M³.

The Client waives to the fullest extent permitted by law, its rights and agrees to indemnify and hold harmless M³, M³ officers, directors, employees and agents against any and all claims for injury or loss sustained by any party, from such exposures or from the presence of any hazardous substance, constituent, or condition at the site.

The Client agrees that, to the fullest extent permitted by law, M³'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed M³'s total fees for this project. Such causes include, but are not limited to, M³'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

This agreement may be terminated by the Client or M³ should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay M³'s for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Project-specific documents and data produced by M³ under this Agreement shall, upon receipt of final payment for services hereunder, become the property of Client. Upon delivery of the documents to Client, M³ shall have no further obligation to retain the documents. Client agrees: that these documents are not intended or represented by M³ to be suitable for use or reliance beyond the original scope or purposes they were originally prepared for or for anyone except the Client. Any such use will be at the Client's or third parties sole risk.

The Client is responsible after notification, for payment of time charges and expenses resulting from the required response by M³ to subpoenas issued by any party, involving any legal or administrative proceeding in which M³ is not named as a party, in connection with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

With respect to its own activities in performing Services, M³ shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client or his contractors be conducting activities on the Site(s), M³ shall not, except as expressly provided otherwise, be responsible for site safety and shall have no right to direct or stop the work of Client or its contractors, agents, or employees.

The Client acknowledges that M³ has neither created, nor contributed to any hazardous or dangerous materials or conditions at the site.

Scotts Valley Unified School District

Signature

Name (Please Print)

Title

Date

