



AEI

Consultants

2500 Camino Diablo, Walnut Creek, CA 94597

Environmental & Engineering Services

Tel: 925.746.6000 Fax: 925.746.6099

August 29, 2018

Mr. Hugh Whelan
Greystone West Company
621 West Spain St.
Sonoma, CA 95476

Subject: Proposal for the Removal, Transportation, and Disposal of Sump and Sump Contents
150 3rd Street
San Rafael, California 94901
Proposal #59961

Dear Mr. Whelan:

AEI Consultants (AEI) is pleased to present this proposal to remove, transport, and dispose of a metal sump as well as approximately 470 gallons of oily liquid from within the sump.

AEI will carry out the following tasks to complete the waste removal activities:

- Prepare a site-specific Health & Safety Plan.
- Using previous laboratory results from Millenium Consulting Associates, AEI will profile the oily water for acceptance into an appropriate disposal facility.
- Upon approval from disposal facility, a vacuum truck will be used to pump, transport, and dispose of the oily water from within the sump.
- AEI will break apart adjacent concrete as necessary and remove the sump.
- The sump will be recycled as scrap metal at a local recycling facility.

AEI will perform the stated scope of work for the total cost of \$7,665.00. The following assumptions will apply:

- Based on Millennium Consulting Associates' *RE: San Rafael High School Building M Demolition – Sump Removal* letter dated August 24, 2018, AEI will obtain a permit for the sump removal.
- Sufficient access is provided.
- No additional analyses are required by the disposal facility.
- Any sampling activities will be provided by others.
- Material from within the sump is classified as non-hazardous.
- Sump is not attached to concrete foundation.
- Does not include disposal of broken concrete.
- No underground utilities are encountered.
- AEI is not responsible for damage or replacement of any underground utilities.
- Backfilling is not included.
- Not responsible for securing excavation.
- Any solids removed from the sump will be placed into a 55-gallon drum. Analyses and disposal of the solids is not included.
- Groundwater is not encountered.
- Includes the transportation and disposal of up to 500 gallons of oily water. Additional gallons will be billed at \$2.95 per gallon.

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- No contaminated soil or groundwater is encountered.
- Shoring is not required.
- All work is performed during normal business hours Monday – Friday.
- AEI will not be held liable for delays caused by regulatory agencies, weather, or any actions not caused by AEI.

Invoices are due upon receipt. 50% of contract amount is due upon initiation of contract. 50% of contract is due upon completion of field activities.

Please review our proposal and if you have any questions, please do not hesitate to contact me at (925) 746-6007. To initiate this contract, please sign the Authorization to Proceed, initial and date each page and return to AEI. This proposal is valid for 30 days.

Sincerely,



Dusty Roy
Construction Superintendent

TERMS AND CONDITIONS

1. **Billings, Payment and Credit.** The Client shall pay All Environmental Inc. d/b/a AEI Consultants, Inc. (AEI) for the services (the "Services") performed in accordance with the prices set forth in the proposal to which these terms and conditions are attached (the "Proposal", and together with these terms and conditions the "Agreement"). Invoices shall be submitted in accordance with the Proposal. Payment of the AEI Invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. PAYMENT IS DUE UPON RECEIPT. If AEI does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less).

The Client shall be liable to AEI for all costs and expenses of collection of delinquent balances, including reasonable attorney and other fees, and court costs. Time is of the essence with respect to this provision. AEI's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude AEI from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to AEI that it is legally authorized to bind the Client to the terms of the Agreement and guarantees payment for services.

2. **Right of Entry; Force Majeure.** The Client shall arrange for the right of entry to the subject property ("Site") by AEI, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to complete the Services within the agreed scope of work. AEI may require that an authorized, knowledgeable representative of the Site owner be present at the Site as a condition of the performance of the Services and may require that Site personnel operate major building systems and equipment at the time the Services are performed. AEI's ability to comply with the schedule for performance described in the Proposal is contingent upon timely and complete Site access. AEI shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of AEI, or events that could not have been reasonably foreseen and prevented.

3. **Documents/Samples.** All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of AEI in connection with the performance of its Services (collectively, "Documents"), shall remain the sole property of AEI. All Documents prepared by AEI for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the Site. Unless otherwise agreed, AEI shall retain all Documents for notice (3) years following submission of AEI's report to the Client. In its sole discretion and without prior notice to the Client, AEI may dispose of all field samples within thirty (30) calendar days after submission of AEI's report to the Client.

4. **Matters Known to Client.** The Client, itself or through the Site owner, shall provide AEI with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) any known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) any modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by AEI in the performance of its Services.

5. **Preliminary Findings.** Preliminary findings (often referred to as "verbals") can be provided to the Client in order to quickly apprise them of preliminary data obtained as a result of AEI's visual observations at the project Site. They are not intended to be exhaustive or conclusive or to substitute for the final written report, as they do not include information obtained from a number of other important and necessary components of the overall assessment. AEI recommends against making any decisions based upon such limited, preliminary, verbal information.

6. **PERFORMANCE STANDARDS, IN PERFORMING THE SERVICES, AEI SHALL EXERCISE THE DEGREE OF SKILL AND CARE NORMALLY EXERCISED BY CONSULTANTS IN THE SAME COMMUNITY PROVIDING THE SAME OR SIMILAR SERVICES FOR PROJECTS OF COMPARABLE SIZE, COMPLEXITY, BUDGET, SCHEDULE AND OTHER CHARACTERISTICS OF THE PROJECT (THE "STANDARD OF CARE").** EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, AEI MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY AEI THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) AEI'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF AEI. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR OTHER DATA WHICH IS PROVIDED TO AEI BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY AEI TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION. AEI ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.** AEI AGREES TO INDEMNIFY AND HOLD HARMLESS (BUT NOT DEFEND) CLIENT, ITS DIRECTORS, OFFICERS AND EMPLOYEES AGAINST ANY LOSSES, LIABILITY, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY THE NEGLIGENCE ACTS, ERRORS, OR OMISSIONS OF AEI, ITS EMPLOYEES, SUBCONTRACTORS OR ANYONE FOR WHOM AEI IS LEGALLY LIABLE, IN THE PERFORMANCE OF SERVICES HEREUNDER. IN NO EVENT SHALL AEI BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY AEI WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF AEI, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY CLAIMING BY OR THROUGH CLIENT, INCLUDING ANY COMPANY AFFILIATED WITH CLIENT, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE SUM OF ONE MILLION DOLLARS (\$1,000,000.00). IN NO EVENT

SHALL AEI BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Dispute Resolution.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California. Any controversy, claim or action arising out of, or related to, this Agreement, the breach thereof, or the coverage of this arbitration provision may be settled by arbitration and will be based on the rules in effect on the date of delivery of demand for arbitration. The arbitrator(s) shall apply California substantive law to the proceedings, except to the extent Federal substantive law would apply to the claim. The arbitrator(s) shall prepare in writing and provide to the parties an award including actual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitration of such issues, including the determination of the amount of any damages suffered by either party hereto by reason of the acts or omissions of the other, shall be to the exclusion of any court of law except for enforcement of an arbitrated award. The decision of the arbitrators, or a majority of them, shall be final and binding on both parties and their respective successors and assigns. If the arbitrators determine that a party has initiated a recovery action on a basis inconsistent with the provisions of this Agreement, the initiating party shall, without exception, be assessed all costs incurred by the responding party. Except as identified above, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case. The costs of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, fees of the arbitrators, and all other fees and cost shall be borne as determined by the arbitrators.

9. **RELIANCE AND ASSIGNMENT.** AEI'S WRITTEN REPORT SHALL CONTAIN AEI'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY AEI. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY AEI MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SITE, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF AEI, AND NO OTHER THIRD PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE AGREEMENT, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF AEI. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF AEI'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO AEI. CLIENT WILL HOLD AEI HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF AEI'S WORK PRODUCT OR REPORTS. AEI SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, AEI MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO AEI TO PERFORM THE SERVICES.

10. **Confidentiality.** AEI shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by AEI to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, AEI shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.

11. **Miscellaneous.** AEI is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of California and the parties irrevocably consent to the jurisdiction of the courts of the State of California and of the United States District Court for the District of Northern California if a basis for federal jurisdiction exists. In the event a dispute relating to an AEI report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by AEI in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.

12. **Hazardous Waste and Reporting.** The Client understands and agrees that human health and safety is a priority in implementing any investigation or assessment. AEI and Client agree that the discovery of hazardous materials, suspect hazardous materials or petroleum products, or unexpected conditions may constitute a change in the condition of the job Site mandating a renegotiation of the scope of work or termination of the project and may make it necessary for AEI to take immediate measures to protect human health and safety. AEI agrees to notify Client as soon as practicable if such materials are encountered. Client encourages AEI to take any and all measures, that in AEI's professional opinion, are justified to protect AEI's personnel and the public. Client agrees to waive any claim against AEI and to indemnify, defend and hold harmless AEI from any and all claims arising out of AEI's encountering unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate AEI for all costs associated with such an event based upon AEI's prevailing fee schedule.

13. **Utilities.** If AEI is expressly engaged to perform soil boring or other invasive testing, AEI shall not be responsible for damages to underground or aboveground utilities, for unmarked or mislabeled utilities or other features, or for damage that occurs to such utilities or features. The Client is responsible for providing information to AEI regarding the location of intra-Site utilities. Client recognizes that the use of exploration equipment may unavoidably affect, alter or damage existing structures, vegetation and terrain at the Site. AEI, including subcontractors, will take reasonable precautions to limit damage. However, Client recognizes that such damage is inherent in the normal course of the contracted scope of work and the cost of the repair for any damages is not part of the contracted services. In the event of damage to the property as a result of such work and specifically stated above, Client will hold harmless, AEI, including subcontractors, for damage caused during the course of the agreed upon scope of work.

14. **Conflict of Interest.** To the best of AEI's knowledge, AEI has no actual, potential or apparent conflict of interest pertaining to this Agreement, except as has been previously disclosed to Client in writing, and AEI covenants and agrees that it shall promptly advise Client of any other actual, potential or apparent conflicts of interest, whether existing as of the execution date of this Agreement or arising in the future, upon discovering the same.

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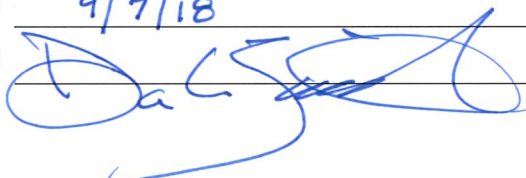
Date: *9/5/10*

AUTHORIZATION TO PROCEED

Proposal for the Removal, Transportation, and Disposal of Sump and Sump Contents
150 3rd Street, San Rafael, CA

This proposal constitutes a firm offer to conduct business with AEI. Please sign this Authorization to Proceed and initial and date each page to initiate the scope of work outlined herein and return to AEI. The undersigned (Client) authorizes the scope of work as outlined in this proposal on their own accord and is responsible for all obligations outlined herein. Client agrees to pay all invoices in accordance with the terms outlined above (Terms and Conditions) and interest (1.5%) per month on any and all balances not paid on time. AEI reserves the right to suspend or delay work for late payment. Client will also agree to pay court costs, attorney fees, and any expenses incurred by AEI in the event the client does not pay the final invoice and litigation or collection procedures begin.

Client Authorization & Billing Information

Name: Daniel Zaich
Title: Senior Director
Company: San Rafael City Schools
Address: 310 Nova Albion
City, ST Zip: San Rafael, CA 94903
Phone: 415-492-3285
Fax: _____
Email: dzaich@srcs.org
TIN or SSN: _____
Date: 9/7/18
Signature: 

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