

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT General Services	(2) MEETING DATE August 8, 2006	(3) CONTACT/PHONE Duane P. Leib 805-781-5200 dgs	
(4) SUBJECT Approval of a professional services contract with Padre Associates for hazardous materials remediation services APN 76-371-012 (Filbin) at the San Luis Obispo County Regional Airport and waive the formal selection policy for professional services.			
(5) SUMMARY OF REQUEST General Services requests your Board approve a professional services contract consisting of removal and disposal of hazardous materials APN 76-371-012 at the San Luis Obispo County Regional Airport, waive the formal professional services selection process, and instruct the Chair to sign the agreement,			
(6) RECOMMENDED ACTION General Services requests your Board: 1) Approve a professional services contract with Padre Associates Inc. of San Luis Obispo in the amount of \$82,290 for remediation of hazardous materials from a parcel of land to be acquired for airport purposes at the San Luis Obispo County Regional Airport and instruct the Chair to sign the agreement; and, 2) Waive the formal selection policy for professional services relative to this remediation project.			
(7) FUNDING SOURCE(S) Airport Revenues \$82,290	(8) CURRENT YEAR COST Total Budget: \$82,290 Professional Services Contract: \$82,290	(9) ANNUAL COST	(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Federal Aviation Administration (FAA), County Counsel, County Health Agency / Division of Environmental Health, Department of Planning and Building			
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____			
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input checked="" type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All	(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A	(15) Maddy Act Appointments Signed-off by Clerk of the Board	
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)	(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input checked="" type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A	(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) 19000258	(21) W-9 <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes	(22) Agenda Item History <input type="checkbox"/> N/A Date - 06/06/06,07/25/06	
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-family: cursive; font-size: 2em; margin-top: 10px;">  8-8-06 B-13 </div>			



COUNTY OF SAN LUIS OBISPO

Department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS
FROM: *D. Leib*
DUANE P. LEIB, GENERAL SERVICES DIRECTOR

DATE: AUGUST 8, 2006

SUBJECT: APPROVE A PROFESSIONAL SERVICES CONTRACT FOR REMEDIATION OF HAZARDOUS MATERIALS ON PARCEL APN 76-373-012 AT THE SAN LUIS OBISPO COUNTY REGIONAL AIRPORT AND WAIVE THE FORMAL SELECTION POLICY FOR PROFESSIONAL SERVICES.

RECOMMENDATION

General Services recommends your Board:

- 1) Approve a professional services contract with Padre Associates Inc. of San Luis Obispo in the amount of \$82, 290 for remediation services relative to hazardous materials disposal and removal from APN 76-371-012 at the San Luis Obispo County Regional Airport; and,
- 2) Waive the formal selection policy for professional services relating to this project.

DISCUSSION

On June 6, 2006, your Board approved the Resolution of Necessity for acquisition of APN 76-371-012 (Filbin) property to provide approach protection and construction of the realignment of Santa Fe Road in order to extend Runway 11/29. The San Luis Obispo County Superior Court granted the County an Order for Possession of this property effective July 14, 2006. The parties have mutually agreed to delay this effective date until July 31, 2006 to give the owner the ability to remove personal property from the site.

The Federal Aviation Administration (FAA), the grantor for the acquisition of the property, dictates the terms and conditions under which the property is acquired. Those conditions require the property be free of all hazardous materials and contaminants prior to the acquisition of the property in fee simple title. The FAA also does not participate in the cleanup of the land. The responsibility for the remediation is that of the Sponsor.

B-13
2

The construction of the Santa Fe Road Realignment will commence approximately August 15, 2006 and it would be prudent to remove all hazardous materials from affected areas prior to work on the site. The contract before your Board contract will provide full removal and legal disposal of all identified hazardous materials on this site.

The Department of General Services requests your Board waive the professional services selection policy for services relative to this project so that the removal and disposal of the hazardous materials can commence without delay. The waiver also avoids unnecessary and costly duplication of work.

Padre Associates has been involved with this specific site for more than two years. Padre provided the Preliminary Soil and Groundwater Assessment Report (Phase One Environmental Assessment) dated June 30, 2004 and the Supplemental Soil Assessment Report (Phase Two Environmental Assessment) dated February 2005. Their familiarity with the site makes them a superior choice to perform the tasks necessary for remediation. The FAA grant funding cycle also dictates a timeline to accomplish this work as it relates to the realignment of Santa Fe Road, Phase I of the runway extension project.

OTHER AGENCY INVOLVEMENT

The Federal Aviation Administration (FAA) is providing guidance and issued a Finding of No Significant Impact (FONSI) for the Master Plan project, which includes the acquisition of APN 076-371-012. The County Department of Planning and Building prepared a Mitigated Negative Declaration & Notice of Determination for this proposed action and your Board adopted the Mitigated Negative Declaration on July 25, 2006. County Counsel reviewed the consulting contract for form and legal effect. County Environmental Health will review and approve the Corrective Action Plan (CAP) and site-specific Health and Safety Plan prior to removal of materials.

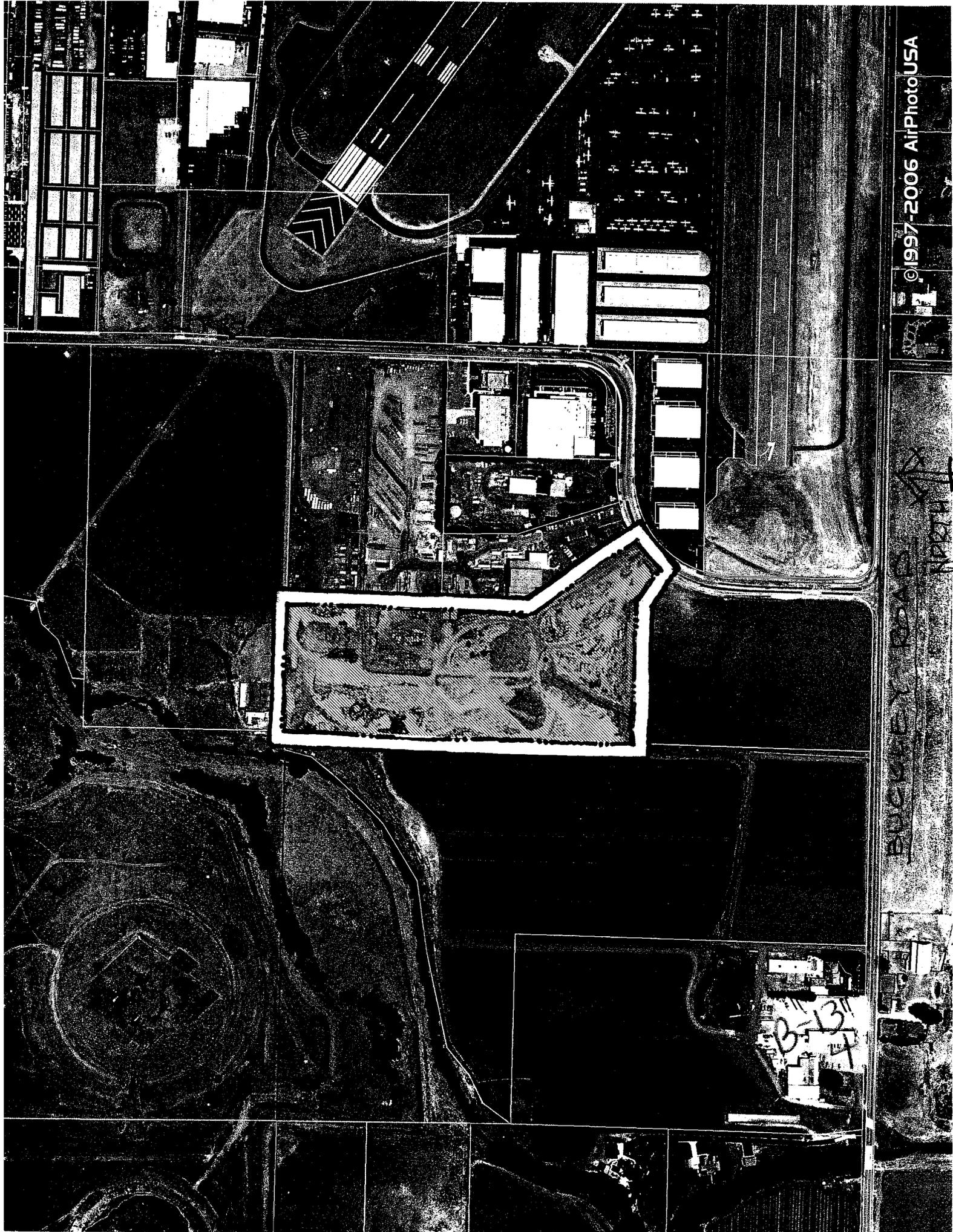
FINANCIAL CONSIDERATIONS

The Airport Enterprise Fund provides funding for this contract. Removal and disposal of hazardous materials is not grant eligible. Sufficient revenues exist within the Airport Enterprise Fund to fully fund this contract.

RESULTS

Approval of this professional services contract will provide the necessary action to remove and dispose of hazardous materials on land approved for acquisition by the FAA for approach protection and extension of Runway 11/29. The contract provides for a safe, healthy and prosperous community and allows project development identified in the Airport Master Plan Update approved by your Board on January 25, 2005. The Environmental Impact Report on for the Airport Master Plan Update was certified on May 23, 2006.

B-133



©1997-2006 AirPhoto USA

BUSHY ROAD →

B-13
B-14

CONTRACT for CONSULTANT SERVICES
Professional Engineering Services
for
SLO AIRPORT - SITE REMEDIATION SERVICES
FILBIN PARCEL- 4398 SANTA FE ROAD

Contract made on the ___ day of _____ in the year Two Thousand and Six

BETWEEN the Owner: the County of San Luis Obispo, hereinafter referred to as "**County**",

and the Consultant: **PADRE ASSOCIATES INC.**, hereinafter referred to as "**Consultant**",

For the following services:

1. Preparation of a Corrective Action Plan (CAP) and site-specific Health and Safety Plan (HSP) for the proposed site remediation activities.
2. Characterization and removal of containers with various hazardous materials.
3. Excavation and removal of approximately 250 cubic yards of contaminated soil.
4. Abatement and disposal of asbestos containing materials.
5. Report Preparation documenting all actions and results.

ARTICLE 1 RESPONSIBILITIES AND SERVICES OF CONSULTANT

- 1.1 The **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

Exhibit A - Scope of Services
Exhibit B - Payment Schedule
Exhibit C - Standard Billing Rate Schedule

- 1.2 Coordination: In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with **County** Personnel as follows:

The County Project Coordinator as primary contact and described in Article 2.1. Although the **Consultant** may be coordinating with other **County** Departments, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

- 1.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the County in accordance with applicable

law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

ARTICLE 2 RESPONSIBILITIES OF THE COUNTY

- 2.1 The **County** shall designate a representative as Project Coordinator, authorized to act on the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.
- 2.2 The **County** shall furnish contract administration services in addition to those of the consultants as necessary to meet **County** requirements.
- 2.3 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the services.
- 2.4 The **County** shall pay fees of public agencies having jurisdiction over the services.
- 2.5 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.
- 2.8 Upon the written request of the **Consultant**, the **County** shall furnish a legal description, parcel map and easements for the site. The **County** shall furnish information regarding the property boundaries and corner stakes.
- 2.9 The **County** shall furnish information from the soils and geological testing reports, environmental studies, and other testing and studies conducted by the **County**.
- 2.10 The **County** shall provide full information about the requirements for the services including budget limitations, scheduling and other programmatic information.

ARTICLE 3 APPROVED CONSTRUCTION BUDGET

- 3.1 The work of this Contract is to provide services within the **Approved Budget** as established by the **County**. The **County's Approved Budget** is:

One Hundred Thousand Dollars (\$100,000.00)

- 3.2 The **Consultant** shall complete the Professional Services including all plans, drawings, specifications, remediation, and reports, such that the cost of the work will not exceed the Approved Budget established by the **County**. During all project phases, the **Consultant** shall maintain cost controls to deliver the Services within budget.

It is also understood that if during any phase of the services it becomes evident that the cost will exceed the Approved Budget, the **Consultant** shall notify the **County**. All work shall cease and be held in abeyance until differences in funding, scope and/or criteria

are resolved and until such changes as may be necessary are executed. Such changes shall be made only with the approval of the **County** and at no additional cost to the **County**.

ARTICLE 4 FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fee not to exceed to **Eighty Two Thousand Two Hundred Ninety Dollars (\$82,290.00)** for all services contracted in this Contract as described in Exhibit "A", for all expenses, and billed per Exhibit "B" - Payment Schedule.

ARTICLE 5 MODIFICATION OF CONTRACT

This Contract may be modified only by a written Amendment signed by the **County** and the **Consultant**. The Director of General Services or his designee has the authority to modify this contract and all modifications must be in writing and signed by the Director or his designee.

ARTICLE 6 PAYMENT FOR EXTRA WORK OR CHANGES

- 6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Building Facilities Manager and the General Services Director. Claims for Payment for approved extra work must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Director.
- 6.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit "C", **Consultant's** Hourly Rate. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

ARTICLE 7 COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.
- 7.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to

reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 8 SCHEDULE OF WORK

- 8.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A" - Scope of Work, so as to proceed with and complete the work in compliance with attached scope proposal and schedule. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract.

ARTICLE 9 CONSULTANT STAFF

- 9.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary to complete the task scopes, and licensed as such by the State of California.
- 9.2 The **Consultant** shall designate Eric K. Snelling, R.E.A, whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services from beginning through completion of services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the services. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

ARTICLE 10 CONFLICT OF INTEREST

- 10.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply

with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 11 STATUS

- 11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 12 WARRANTY OF CONSULTANT

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 13 COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 14 NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 **Nondiscrimination:** The **Consultant**, with regard to the work performed by them

during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.

14.2 Solicitation for Subcontracts, Including Procurement of Materials and Equipment.

In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

14.3 Prohibition: There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.

14.4 Gender Harassment Warranty and Liability: All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates gender harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

ARTICLE 15 ENTIRE CONTRACT AND MODIFICATION

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 16 NON-ASSIGNMENT OF CONTRACT

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the **Consultant** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

ARTICLE 17 ENFORCEABILITY

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 18 LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 19 INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Broad Form Property Damage (Including Completed Operations).
7. Premises liability.
8. Strict Liability.
9. Inverse condemnation.
10. Violation of civil rights.
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ARTICLE 20 INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

20.1 Minimum scope and Limits of Required Insurance Policies

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

A. Commercial General Liability Insurance Policy ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate

The general aggregate limits shall apply separately to the **Consultant's** work under this Contract.

B. Business Automobile Liability Policy ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of

any of the activities associated with this Agreement. The **Consultant** shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the **County**.

C. Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")

Policy shall include at least the following coverage and policy limits:

1. Workers' Compensation Insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury (herein "ABI"); One Million Dollars (\$1,000,000) policy limit BI by disease; and, One Million Dollars (\$1,000,000) each employee BI by disease.

D. Professional Liability Insurance Policy ("PL")

Policy shall cover damages, liabilities, and costs incurred as a result of the **Consultant's** professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). The **Consultant** shall notify the **County** if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

E. Deductibles and Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the **Consultant** and approved by the **County** before work is begun pursuant to this Contract. At the option of the **County**, the **Consultant** shall either reduce or eliminate such deductibles or self-insured retentions as respect the **County**, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

F. Endorsements

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The **County of San Luis Obispo**, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all

liabilities arising out of **Consultant's** performance of work under this Contract (CGL & BAL). Also added as additional insured shall be **James and Carolyn Filbin**, with respect to all liabilities arising out of **Consultants** performance of work under this Contract (CGL & BAL).

3. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4. This policy shall be considered primary insurance with respect to any other valid and collectible insurance the **County** may possess, including any self-insured retention the **County** may have, and any other insurance the **County** does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
5. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given prior to the effective date of such reduction or cancellation to the **County** at the address set forth below (CGL, BAL, WC/EL & PL);
6. The **Consultant** and its insurers shall agree to waive all rights of subrogation against the **County**, its officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and
7. Deductibles and self-insured retentions must be declared (All Policies).

G. **Absence of Insurance Coverage**

The **County** may direct the **Consultant** to immediately cease all activities with respect to this Contract if it determines that **Consultant** fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered the **Consultant's** delay and expense. At the **County's** discretion, under conditions of lapse, the **County** may purchase appropriate insurance and charge all costs related to such policy to the **Consultant**.

H. **Proof of Insurance Coverage and Coverage Verification**

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, the **Consultant**, or each of the **Consultant's** insurance brokers or companies, shall provide the **County** a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for the **Consultant** shall have, and provide evidence of, an A.M. Best Rating Service rate of "A-VI" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Department of General Services
Don Sather, Senior Capital Projects Coordinator
1087 Santa Rosa Street
San Luis Obispo, CA 93408

ARTICLE 21 TERMINATION OF CONTRACT FOR CAUSE

21.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant, Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

This Agreement may be terminated by either party should the other party fail substantially to perform in accordance with the terms of this Agreement, through no fault of the party initiating the termination. Failure of the County to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

This contract for services is good for a period of (2) two years from date of acceptance and signature. If duration of contracted services as listed above exceed contract limit of one year, then the Consultant has the right to renegotiate the remainder of services under a new contract.

ARTICLE 22 OWNERSHIP OF DATA

22.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for their own use.

22.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each design phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to any other designated categories of the services, and deliver them to the County as part of this Contract.

22.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and MS Word. The

ACCEPTED AND AGREED this _____ day of _____, 200__.

CONSULTANT:

BY: *Eric K. Snelling*
Eric K. Snelling
TITLE: *San Luis Obispo*
Area Manager

COUNTY OF SAN LUIS OBISPO:

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

BY: *[Signature]*
Deputy County Counsel

DATE: *7/27/06*

RECOMMENDED BY:

[Signature]
DUANE P. LEIB
General Services Director

OWNER:

COUNTY OF SAN LUIS OBISPO

By:

Chairman of the Board of Supervisors

Approved by Board action on _____, 200__

ATTEST:

Clerk of the Board of Supervisors

By:

Deputy Clerk

B-13
17



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

July 25, 2006
Project No. 0401-0414

County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, California 93408

Attention: Mr. Philip D'Acri

Subject: Revised Proposal for Site Remediation Services, Filbin Parcel, 4398 Santa Fe Road, San Luis Obispo, California

Dear Mr. D'Acri:

Padre Associates, Inc. (Padre) appreciates the opportunity to provide this revised proposal to the County of San Luis Obispo General Services Department (County) for site remediation services related to the Filbin parcel, located at 4398 Santa Fe Road, in San Luis Obispo, California (Project Site). Padre understands that the County is considering acquisition of the Project Site as part of the planned San Luis Obispo County Airport (SBP) runway extension project. As you are aware, Padre has completed a Preliminary Soil and Groundwater Assessment report for the Project Site, dated June 30, 2004, and a Supplemental Soil Assessment report for the Filbin Parcel, dated February 2005.

Purpose and Scope

The objective of the proposed scope of services is to address the documented areas of environmental concern at the Project Site that were identified during Padre's site assessment activities. As part of the proposed scope of services, Padre will complete the following tasks:

1. Preparation of a Corrective Action Plan (CAP) and site-specific Health and Safety Plan (HSP) for the proposed site remediation activities. The CAP will present the tasks necessary to achieve adequate remediation of the Project Site with an accompanying implementation schedule.
2. Characterization and removal of approximately 33 55-gallon drums containing oil and acid; 75 five-gallon containers holding oil, varnish, and other unknown contents; and 60 one-gallon containers with paints, varnishes and oils; for disposal or recycling.
3. Excavation and removal of approximately 250 cubic yards of total petroleum hydrocarbon (TPH)-containing soil located at three areas within the Filbin parcel.
4. Abatement and disposal of asbestos-containing materials (ACMs) identified in a recent asbestos survey.

B-13
18
Exhibit 'A'

5. Preparation of a report documenting the results of the corrective action program. The report will include the results of confirmation assessment activities, disposition of excavated soil, and implementation of the health and safety plan.

A detailed scope of services is presented in the following section.

SCOPE OF SERVICES

Task 1 – Project Planning

Padre will prepare a Corrective Action Plan (CAP) and site-specific Health and Safety Plan (HSP) to complete the remedial actions at the Project Site. The CAP will describe the procedures and protocols used to excavate the lateral and vertical extent of waste materials; collection and chemical analyses of confirmation soil samples to verify removal of affected soil; and transportation of the soil to the designated landfill.

The CAP will also detail the locations of the proposed confirmation soil sample collection locations. The HSP will include procedures, equipment, and materials utilized to protect worker and community health and safety during the proposed project. The CAP/HSP will be submitted to the County for comment prior to the commencement of field activities. If requested by the County, the CAP/HSP will also be submitted to the County Division of Environmental Health (DEH) for review and approval. Padre assumes that grading permits will not be required from the County of San Luis Obispo Department of Planning and Building for the project activities.

Task 2 – Waste Characterization and Removal

Approximately 33 55-gallon drums, 75 five-gallon containers, and 60 one-gallon containers currently exist at the Filbin parcel, as determined on Padre's site visit on July 12, 2006. Several of the drums appear to possibly contain waste oil, and many of the smaller containers appear to possibly contain waste paints or varnishes. Padre will assist the County with the characterization and removal of the drums utilizing hazardous waste characterization techniques. Padre will collect one sample from each drum identified as containing suspected waste oil for on-site analysis utilizing field test kits for halogenated hydrocarbons (HVOCs) and polychlorinated biphenyls (PCBs). Additionally, Padre will visually observe if miscible layers or water may be present in each drum. The presence of HVOCs, PCBs, water, or other chemicals would preclude recycling of the waste oil and require disposal as hazardous waste.

Additionally, approximately 70 lead acid batteries and 25 fluorescent light tubes are located at the Project Site. The batteries and fluorescent light tubes are regulated wastes that cannot be disposed at a local landfill. Padre will coordinate the recycling of the batteries and proper disposal of the fluorescent light tubes. Two 55-gallon drums of sand blast sand was also observed on-site. Several large storage tanks, presumably empty, were also observed on-site. Padre proposes to utilize Phillips Services Corporation (PSC) of San Ardo, California, a licensed hazardous waste hauler, to remove the wastes following characterization, and rinse the empty

B-13
19

drums. PSC has provided a cost for disposal or recycling, which is included in Table 1 – Cost Estimate.

Task 3 – Corrective Actions

Three areas of TPH-containing soil stains located at the Filbin parcel were identified during the site assessment activities. During the course of field remediation activities performed at the Filbin parcel, Padre staff will be on-site to observe and document project progress. Padre personnel will use site assessment data and visual observation to guide the excavation activities. Padre proposes to utilize MGE Underground, Inc. (MGE) of Paso Robles, California to conduct the remedial excavations. MGE is a licensed contractor and possesses a hazardous materials endorsement. The contaminated soils will be excavated and loaded for transport from the Project Site to the Clean Harbors Waste Management Facility located in Buttonwillow, California. MGE will also backfill and compact the excavations. Padre will complete waste profiling of the soil for disposal at the selected disposal facility prior to shipment. Padre has estimated that it will require one day to remove existing equipment and materials that cover the areas of contaminated soil prior to excavation.

Padre will document remediation progress and to collect confirmation soil samples for chemical analyses. The soil samples will be placed in clean 8-ounce glass jars with a threaded lids. The soil samples will be sealed, labeled, and preserved on ice in the field. Chain-of-custody forms will be used to document sample management procedures. The samples will be delivered to the laboratory following field activities. Backfill materials will be utilized from on-site soil stockpiles, graded into place, wheel-rolled, and each excavation restored to original grade. Compaction testing on backfill of the excavations can be provided by Padre upon request by the County.

A total of approximately 6 soil samples will be chemically analyzed for the presence of TPH in the carbon range of C4 to C40 by U.S. Environmental Protection Agency (U.S. EPA) method 8015 modified, and BTEX compounds by U.S. EPA method 8260. Padre proposes to utilize Creek Environmental Laboratories, Inc. (Creek) located in San Luis Obispo, California to complete the required analyses. Creek is certified by the State of California Department of Health Services to complete the required analyses.

Task 4 – Asbestos Abatement and Disposal

Aurora Industrial Hygiene, LLC (AIH) conducted an asbestos survey of the Project Site in July 2006 as a subcontractor to Padre. AIH's survey findings are documented in their report titled *Visual Inspection and Sample Collection of Asbestos Containing Building Materials, at Filbin Parcel APN 076-371-012*, dated July 17, 2006.

The purpose of the proposed asbestos abatement and disposal services is to properly remove and dispose of ACMs identified in the AIH report. Padre proposes to utilize the services of ASI, Inc. of Bakersfield, California to complete the abatement and disposal of ACMs identified

13-13
20

in AIH's report. ASI is a State of California-licensed asbestos abatement contractor. The following ACMs were identified in Aurora's report:

Item	Quantity
Pieces of transite pipe	78 sections and 6 joints
Mastic on camper shell roof	120 sf
Mastic on storage tank	2 sf
Mastic on metal piece	1 sf
Gasket on Disassembled engine	<1 sf
Rope Gasket on jet airplane	8 sf

Task 5 - Report Preparation

Padre will prepare a report presenting the results of the remediation activities completed at each location. The document will be prepared in draft form and submitted to the County for review and comment. Following the receipt of comments, four copies of the final report will be submitted to the County for distribution. The report will be signed and certified by a Certified Engineering Geologist registered in the State of California.

ESTIMATED COSTS

Padre proposes to provide the services described herein for an estimated cost of \$82,290 for services at the Filbin parcel (refer to Table 1 - Estimated Costs). Padre proposes to complete the proposed scope of services on a time and materials basis in accordance with our 2002 Prevailing Wage Fee Schedule. The total estimated cost will not be exceeded without the County's prior approval.

SCHEDULE AND ASSUMPTIONS

The proposed scope of services will require approximately six to eight weeks to complete. 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 County of any such changes in writing. Assumptions and limitations to our scope of services are presented below.

- Subsurface utilities and structures will be identified using Underground Service Alert prior to initiation of fieldwork. The landowner will provide Padre with available maps depicting the locations of any on-site subsurface utilities. Padre is not responsible for damage to unknown subsurface utilities or the environment.

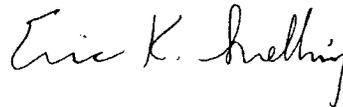
B-13
21

- Padre's cost estimate is based on the following assumptions and based on the materials observed during Padre's site visits: waste oil will be recyclable, sand blast sand is non-hazardous waste. Remaining wastes is limited to varnishes, paint thinners, paints, and asbestos-containing roofing compounds. This proposal also assumes that the large tanks observed on-site are empty or contain only water.
- It is Padre's understanding that the subject scope of services is subject to prevailing wage requirements for government public works construction projects.
- Site access will be secured by the County.
- This proposal is based on our understanding of the current regulatory framework for the site. Should regulations change or if additional regulatory requirements are imposed, the project work scope may need to be modified.

We look forward to the opportunity to work with the County of San Luis Obispo on this project. If you have any questions, please contact Mr. Eric Snelling at (805) 786-2650, ext. 12.

Sincerely,

PADRE ASSOCIATES, INC.



Eric K. Snelling, R.E.A.
Senior Project Manager

Attachments: 2002 Fee Schedule
Table 1

B-13
22

Table 1. Estimated Costs

Task 1 - Project Planning				
Description	Qty	Units	Rate	Estimate
Senior Professional	4	hours	\$105	\$420
Project Professional	20	hours	\$90	\$1,800
Illustrator	4	hours	\$50	\$200
Word Processor	3	hours	\$45	\$135
Subtotal:				\$2,555
Task 2 - Waste Characterization and Removal^a				
Description	Qty	Units	Rate	Estimate
Senior Professional	8	hours	\$105	\$840
Project Professional	30	hours	\$90	\$2,700
Sampling Equipment	2	each	\$100	\$200
Truck	2	days	\$75	\$150
Chemical Analyses	1	lot	\$1,500	\$1,500
Transportation and Disposal	1	lot	\$5,000	\$5,000
Unknown waste lab-packs	1	lot	\$2,500	\$2,500
Disposal: lead-acid batteries	70	each	\$12	\$840
Disposal: fluorescent light tubes	200	ft	\$0.45	\$90
Subtotal:				\$13,820
Task 3 - Corrective Actions at Filibin Parcel				
Description	Qty	Units	Rate	Estimate
Senior Professional	8	hours	\$105	\$840
Project Professional	24	hours	\$90	\$2,160
Sampling Equipment	2	each	\$100	\$200
Truck	3	days	\$75	\$225
Excavation	1	lot	\$23,320	\$23,320
Chemical Analyses	6	each	\$115	\$690
Transportation	25	loads	\$400	\$10,000
Disposal (Class II material)	525	tons	\$23	\$12,075
Subtotal:				\$49,510
Task 4 - Asbestos Abatement				
Description	Qty	Units	Rate	Estimate
Pieces of transite pipe		ASI Estimate		\$7,475
Mastic on camper shell roof		ASI Estimate		\$4,940
Mastic on storage tank		ASI Estimate		\$0 ^b
Mastic on metal piece		ASI Estimate		\$0 ^b
Gasket on Disassembled engine		ASI Estimate		\$0 ^c
Rope Gasket on jet airplane		ASI Estimate		\$0 ^d
Subtotal:				\$12,415

B-13
23

Exhibit 'B'

Task 5 – Report Preparation				
Description	Qty	Units	Rate	Estimate
Senior Professional	6	hours	\$105	\$630
Project Professional	12	hours	\$90	\$1,080
Staff Professional	20	hours	\$80	\$1,600
Illustrator	10	hours	\$50	\$500
Word Processor	4	hours	\$45	\$180
Subtotal:				\$3,990
Total:				\$82,290

Notes:

- a/ Assumes waste oil is not contaminated with water or other chemicals. Add \$10,000 if all drums contain contaminated waste oil requiring incineration at licensed facility in Nevada.
- b/ No additional cost
- c/ May go to auto dismantler "as-is"
- d/ Airplanes to be removed by owner

B-13
24

2002 PREVAILING WAGE FEE SCHEDULE

2002 PREVAILING WAGE STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Senior Principal Professional.....	\$	140/hr
Principal Professional	\$	130/hr
Senior Professional.....	\$	105/hr
Project Professional.....	\$	90/hr
Staff Professional.....	\$	80/hr
Senior Technician*.....	\$	75/hr
Technician*	\$	70/hr
Drafting.....	\$	50/hr
Word Processing	\$	45/hr

* For overtime hours, rates increase by a multiplier of 1.3

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$225 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 75/day
Photoionization Detector	\$ 125/day
Nuclear Density Gauge	\$ 65/day
Automobile Mileage	\$ 0.35/mile

Exhibit 'c'

B-13
25