



FINANCE COMMITTEE AGENDA

Tuesday, June 27, 2017

8:30 AM

Executive Conference Room, Level Three
Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Cecilia Hupp

Materials related to an item on this agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection in the third floor lobby of the Civic and Cultural Center at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. Matters from the Audience

CONSENT

2. Approval of Minutes of June 13 Meeting

Attachments

Minutes

3. Maintenance Agreement with Jamison Engineering Contractors, Inc.

Attachments

Exhibit A

Exhibit B

Agreement

4. Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2017-18

Attachments

FY 17-18 Vehicle/Equipment Replacement List

NOTE: This agenda is subject to amendments up to 72 hours prior to the meeting date.

5. Amendment No. 6 to Professional Services Agreement with Ninyo and Moore for Additional Environmental and Geotechnical Services for the Tracks at Brea, Project 7873

Attachments

Amendment 6

Proposal 1

Proposal 2

DISCUSSION

6. Schedule Next Meeting: July 11, 2017

cc: Mayor Pro Tem Glenn Parker
Council Member Steven Vargas

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

FROM: City Manager

DATE: 06/27/2017

SUBJECT: Approval of Minutes of June 13 Meeting

Attachments

Minutes



FINANCE COMMITTEE MINUTES

Tuesday, June 13, 2017

8:30 AM

Executive Conference Room, Level Three

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Council Member Christine Marick, Council Member Marty Simonoff, Tony Olmos, Cindy Russell, Kathie DeRobbio, Randy Hornsby, Steve Kooyman, Alicia Brenner, Raymond Contreras and Cliff Flaughter.

1. Matters from the Audience – *None*

CONSENT

2. Approval of Minutes of May 30, 2017 Meeting – *Approved.*
3. Contract with American Integrated Services, Inc. for the Tracks at Brea Segment 4, Project 7873, in the amount of \$3,496,432.75 – *Recommended for City Council approval.*
4. Contract with All American Asphalt for the Central Avenue and Tamarack Avenue Intersection Improvement, Project 7310, in the amount of \$470,823.68. – *Recommended for City Council approval.*
5. CAD/RMS Software Support for the City of Brea – *Recommended for City Council approval.*

DISCUSSION

6. Schedule Next Meeting: June 27, 2017

Meeting adjourned: 8:32 AM

cc: Mayor Cecilia Hupp
Mayor Pro Tem Glenn Parker
Council Member Steven Vargas

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: City Manager

DATE: 06/27/2017

SUBJECT: Maintenance Agreement with Jamison Engineering Contractors, Inc.

RECOMMENDATION

Approve maintenance agreement with Jamison Engineering Contractors, Incorporated in the amount of \$24,296.

BACKGROUND/DISCUSSION

For the past several years, Jamison Engineering Contractors, Inc. (Jamison) has provided the City of Brea with as-needed sewer lift station maintenance at two City owned sewer lift stations located on Briarwood Drive and on Fir Street. The La Floresta Sewer Lift Station has been maintained by Jamison Engineering for the past three years for the developer.

Last year, the City entered into an agreement with Jamison for a period of one year to maintain the La Floresta Sewer Lift Station, which is due to expire on July 31, 2017. With the approval of this original agreement, City Council directed that City staff receive training from Jamison so that City crews can take over full maintenance responsibilities once the lift station was transferred to the City. As a result, City staff received training in the operations of the new sewer lift station from Jamison within the last year.

After completing the training, it became apparent that the level of specialized knowledge required to maintain and service pumps, wet-wells, compressor, generator, electrical system, SCADA system, sensors and telemetry system was much more extensive than originally thought. Therefore, to keep the sewer lift station running at optimal performance, staff recommends retaining Jamison under a new agreement to perform monthly, bi-annual and annual maintenance of the specialized sewer lift station equipment. City staff will provide the weekly cleaning of the lift station area to minimize dust & debris from entering the equipment. The updated maintenance agreement now reflects a lower level of maintenance service by omitting the weekly service from the agreement. It is more cost effective to procure services from a specialized contractor for these types of services than to certify our staff to achieve and maintain this high level of specialized expertise for work that amounts to only a portion of their overall workload.

Since the lift station took longer than expected to transfer to the City, a new one year maintenance agreement is proposed with the option to renew for up to four additional years.

SUMMARY/FISCAL IMPACT

The proposed Maintenance Agreement provides for monthly, bi-annual, and annual maintenance and servicing at the La Floresta Sewer Lift Station for an amount of \$24,296 (Exhibit B). In addition, provisions are made in the Agreement to address emergency call outs on a time and material basis, per the rate sheet provided in the proposal (Exhibit A). Finally, selecting Jamison Engineering Contractors, Inc. provides a consistent and standardized approach to maintenance of the City's sewer lift stations because they are already familiar with their condition, understand the City's expectations and standards, and have a positive performance track record. The cost for the contractor to provide specialized operation and maintenance is \$24,296 and will be covered by the Sewer Fund. There is no General Fund impact.

RESPECTFULLY SUBMITTED

Bill Gallardo, City Manager

Prepared by: Will Wenz, Maintenance Superintendent

Concurrence: Tony Olmos, Public Works Director

Attachments

Exhibit A

Exhibit B

Agreement

Quote # 02469 Revised

May 31, 2017

TO: City of Brea

ATTENTION: Will Wenz

REFERENCE: La Floresta Pump Station Maintenance: Annual Contract

Dear Will,

We propose to do the following for the price of Twenty Four Thousand Two Hundred Ninety Six Dollars and 00/100 (\$24,296.00), including all applicable taxes:

Jamison will supply labor to service the La Floresta Pump Station according to this rate schedule:

Monthly inspections: $\$1286.00 \times 10 \text{ months} = \$12,860.00$

1 Bi-annual inspection: \$1,530.00

1 Annual inspection: \$3,406.00

\$125.00 per week for on-call stand-by technician: $\$125.00 \times 52 \text{ weeks} = \6500.00

All Emergency call outs will be billed at Time and Materials according to our attached rate sheets with a 4 hour minimum charge.

Invoicing will be submitted monthly with reports (see attached sample). These rates are for one year from starting date and at the end of 6/30/18 there will be a 1.5 % annual increase on future contracts.

We appreciate the opportunity of presenting this quotation. It will remain firm for the next 30 days. If you have any questions, please call me at 714-434-9196.

Respectfully,

Don Jamison /kj

May 31, 2017

Quote # 02469 Revised

TO: City of Brea

ATTN.: Will Wenz

REF.: La Floresta Lift Station- Brea

The following is the scope of work along with pricing for May 1, 2017-June 30, 2018:

1-day per month

- A. Check amp reading on pumps #1 & #2.
- B. Check operation of level indication system.
- C. Check alarm and auto dialer.
- D. Check compressor operation.
- E. Visual inspection of wet-well.
- F. Clean above ground area of pump station.
- G. Inspect surge tank pressure.
- H. Start generator for 20 minutes.
- I. Run and check flush water.
- J. Clean dry wells, if needed.
- K. Operate dry well sensors.
- L. Check fluids in generator.
- M. Check fluids in compressor.
- N. Blow down compressor, condenser coils on compressor.
- O. Inspect and rotate impeller on back-up pump.

Price: \$1286.00

Bi-Annual Service

- One time a year includes above monthly items plus the following:
 - A. Clean wet-well by flushing with water.
 - B. Remove each pump for visual inspection and de-ragging.
 - C. Exercise all discharge valves at pump station.

Price: \$1530.00

Annual Service

- One time a year includes above monthly & bi-annual items plus the following:
 - A. Service air compressor, 2-oil filters – 1 separator and change oil.
 - B. Start generator and run under full load. This will be performed by Caterpillar Service Technician. This will be billed at cost plus 15%.
 - C. Cleaning and checking wiring and contacts in MC panels.
- Price: \$3406.00

Per week on-call stand-by Technician: \$125.00 x 52 weeks

Annual cost: \$6500.00

NOTE: Any emergency call outs will be billed at our current time and equipment rates, at a 4 hour minimum. Any outside subs (i.e. Caterpillar, Kaeser Air Compressors, ESSCO, Water Hammer, Eaton) that are brought in for trouble-shooting or repairs will be billed at cost plus 15%, and materials are cost plus 15%.

Invoicing will be submitted monthly with reports attached. These rates are from starting date until 6/30/2018. There will be an annual increase of 1.5% on any future annual contract.

Should you have any questions, please feel free to give me a call on my cell (714) 620-5048.

Respectfully,

Don Jamison

AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **Jamison Engineering Contractors, Inc.** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, CITY did accept the bid of CONTRACTOR
Jamison Engineering Contractors, Inc., and;

WHEREAS, CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for **providing sewer lift station monthly, biannual, and annual maintenance and servicing at the La Floresta location.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment necessary to **provide the sewer lift station monthly, biannual, and annual maintenance and servicing at the La Floresta location, as required herein.** Said work shall be performed in accordance with specifications and standards on file in the office of the Director of Public Works and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Public Works for a period commencing:
August 1, 2017 through September 30, 2018.

The prices quoted by the CONTRACTOR shall be in effect until expiration of the Agreement on the date stated herein. The City and CONTRACTOR shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:
The aforesaid specifications are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, the CONTRACTOR'S service quote #02469, dated May 31, attached hereto as Exhibit "A" and incorporated by reference herein, the executed labor, together with this written agreement, shall constitute the entire contract between the parties ("Contract" or "Agreement" herein). This Contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the Contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the provisions of this Agreement shall control.

3. CONTRACTOR'S CUSTOMER CARE: The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. Any tort claims filed against the CITY related to the performance of this Contract and subsequently tendered to the CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

The CONTRACTOR shall take out and maintain at all times during the life of this Contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Director of Public Works a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every CONTRACTOR shall secure the payment of compensation to his employees. CONTRACTOR, prior to commencing work, shall sign and file with the CITY a certification as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement:

(2) Comprehensive Automobile Liability (occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Owner's and CONTRACTOR'S Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by CONTRACTOR in the performance of this Agreement.

(4) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$1,000,000 (One Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A: VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insured the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

d. Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. PREVAILING WAGE: This is a public works contract. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing

rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. By initiating any work pursuant to this Agreement, the CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the CONTRACTOR shall post such rates at each job site covered by Agreement. For every subcontractor who will perform work pursuant to this Agreement, the CONTRACTOR shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the CONTRACTOR shall include in the written Contract between it and each subcontractor a copy of the provisions in this Section and a requirement that each subcontractor shall comply with those provisions. The CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages. The CONTRACTOR shall diligently take action to halt or correct any failure.

To the maximum extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend (at the CONTRACTOR's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any liability, demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to violation of any requirement set forth in Sections 5 through 8 of this Agreement, by any person (including the CONTRACTOR, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the CONTRACTOR under this Section 5 shall survive expiration or termination of this Agreement.

Pursuant to Labor Code § 1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than fifty dollars (\$200.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of the Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentice journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract, by him or any subcontractor under him, upon any of the work hereinbefore

mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. COMPLIANCE WITH OTHER LABOR CODE PROVISIONS: The CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The CONTRACTOR has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the CONTRACTOR shall forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The CONTRACTOR shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The CONTRACTOR and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the CONTRACTOR or any subcontractor becomes debarred or suspended during the duration of the Project, the CONTRACTOR shall immediately notify the City.

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.

9. CONTRACTOR'S LIABILITY: The City of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the work or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers ("Indemnitees") harmless from any

and all actions, claims, damages to persons or property, penalties, obligations, and/or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the CONTRACTOR, its agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or any Indemnatee covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder, and the CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event any Indemnatee is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the work, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to such Indemnatee any and all costs and expenses incurred by the Indemnatee in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of the Contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT PRICE AND PAYMENT: City shall pay to the CONTRACTOR for furnishing material and doing the prescribed work the unit price set forth in accordance with CONTRACTOR's proposal dated **May 31, 2017**.

12. LABOR AND MATERIALS BOND: Prior to commencing work hereunder, the CONTRACTOR shall provide a labor and materials bond in the amount of 100% of the Contract price herein. The payment bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

13. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR: Jamison Engineering Contractors, Inc.
2525 Yale Street
Santa Ana, CA 92704

CITY: Director of Public Works
City of Brea
1 Civic Center Circle
Brea, CA 92821-5732

14. SUPERVISOR DESIGNATION: CONTRACTOR shall provide to CITY's Director of Public Works, upon execution of this Agreement, the name of the individual employed by CONTRACTOR designated as the CONTRACTOR'S primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from CITY's authorized representatives.

15. CONTRACT RENEWAL NOTIFICATION: If this Agreement is subject to renewal, then the CONTRACTOR must request, in writing, at least thirty (30) days prior to the end of each year of the current Contract term, an extension of the Agreement and the CONTRACTOR's desire, if any, for an adjustment in the rates of compensation as set forth in paragraph 16 hereof.

16. CONTRACT PRICE ADJUSTMENT: During the second twelve (12) month period of the Agreement, if any, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the

beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. Cost of living adjustment shall not to exceed 3% annually.

17. TERMINATION OR ABANDONMENT: This Agreement may be terminated by CITY without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the termination date specified in said notice. CONTRACTOR may terminate this Agreement only for cause. Termination of the Contract does not release CONTRACTOR from any and all claims, damages or other liability incurred during the Contract until CITY acknowledges such release.

18. INTEGRATED AGREEMENT: This Contract and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract

19. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

20. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
Contractor's License No. _____

Date: _____

By: _____
Signature Title

(two corporate signatures required)
Contractor's Business Phone: _____

Emergency phone where Contractor can be reached at any time:_____

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date:_____

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: City Manager

DATE: 06/27/2017

SUBJECT: Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2017-18

RECOMMENDATION

Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$855,600 (plus applicable taxes) for various City vehicles and equipment described in the Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2017-18.

BACKGROUND/DISCUSSION

Each fiscal year, the vehicles and equipment (equipment) used by various City departments are assessed to determine whether it is best to continue maintenance, retire or replace them, or add new units. The determining factors include excessive mileage, unit hours, age and normal life expectancy; maintenance costs and history; and safety and environmental impacts.

The attached equipment list indicates the replacements that were approved in the new fiscal year budget. This list provides the equipment descriptions, quantities, estimated costs, and departments where they will be assigned. The requirements are for replacements only; there are no additional units planned for this fiscal year.

The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, or utilize competitively bid national cooperative agreements or piggybackable contracts, whichever provides the best available pricing and is in the best interests of the City.

Staff requests that Council authorize the Purchasing Agent to issue purchase orders immediately after completing the best available pricing analysis, without returning to City Council for approval of the individual awards, in order to help ensure the needed equipment is replaced in a timely fashion and without interruption in service; to meet manufacturer production cutoff dates; to take advantage of incentives and discounts; and to expedite the purchase of these items. Should any of the listed equipment be limited to a single source, the Purchasing Agent will verify and document the reasons for the sole source procurement prior to award.

To help facilitate operational and budgetary requirements, staff requests that Council authorize the Equipment Maintenance Supervisor and Purchasing Agent to make changes in the type and quantity of the listed equipment, subject to budget appropriations and the not-to-exceed amount requested.

SUMMARY/FISCAL IMPACT

The City Council adopted Fiscal Year 2017-18 Budget and has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works Department, Equipment Maintenance Division, Expenditure Accounts for Field and Shop Equipment and Mobile Equipment (480-51-5161-4641 and 4621).

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

Attachments

FY 17-18 Vehicle/Equipment Replacement List

VEHICLE and EQUIPMENT REPLACEMENT PLAN
FY 17/18

Department	Quantity	Description	Estimated Price
Management Services	1	CM Yukon Hybrid	\$ 50,000.00
Management Services Total			\$ 50,000.00
Police Services	1	Detective	\$ 29,000.00
Police Services	1	Detective	\$ 29,000.00
Police Services	1	Sedan-K9	\$ 35,000.00
Police Services	1	Sedan-Patrol	\$ 35,000.00
Police Services	1	Sedan-Patrol	\$ 35,000.00
Police Services	1	UV Interceptor	\$ 35,000.00
Police Services Total			\$ 198,000.00
Fire Services	1	Fire Pumper-KME Eng 3	\$ 600,000.00
Fire Services Total			\$ 600,000.00
Public Works	1	Hand Held Blower	\$ 400.00
Public Works	1	Hand Held Blower	\$ 400.00
Public Works	1	Blower	\$ 600.00
Public Works	1	Blower	\$ 600.00
Public Works	1	Chain Saw	\$ 1,000.00
Public Works	1	Chain Saw	\$ 1,000.00
Public Works	1	Hedge Trimmer	\$ 600.00
Public Works	1	Hedge Trimmer	\$ 600.00
Public Works	1	Mower Rotary	\$ 1,500.00
Public Works	1	Trimmer	\$ 450.00
Public Works	1	Trimmer	\$ 450.00
Public Works Total			\$ 7,600.00
Total not-to-exceed amount			\$ 855,600.00

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: David Crabtree

DATE: 06/27/2017

SUBJECT: Amendment No. 6 to Professional Services Agreement with Ninyo and Moore for Additional Environmental and Geotechnical Services for the Tracks at Brea, Project 7873

RECOMMENDATION

Approve amendment to the Professional Services Agreement with Ninyo and Moore for Additional Environmental and Geotechnical Services for the Tracks at Brea, Project 7873.

BACKGROUND/DISCUSSION

The Tracks at Brea Project (Project) is developing approximately four miles of dual tread bicycle trail and a separate pedestrian path along the abandoned railroad right of way, Orange County flood control channels, and city-owned property. The Project design and construction is primarily funded by grants, and to date the Project has been awarded over \$17.5 million in grants for the completion of the trail system. The Project is being developed in six segments as grant funding becomes available, and so far, segments 1, 3 and 5 are completed and are open to the public, segments 2 and 6 are under construction, and construction will start soon on segment 4.

The three largest trail segments (Segments 2, 3 and 4) are located on land once used as railroad rights of way for over 100 years. Soil remediation is required to remove arsenic from the soil as arsenic was used for many years by the railroad companies as a weed suppressant along the tracks. The environmental and geotechnical engineering firm, Ninyo and Moore, has been retained to provide assistance in the required soil assessments, development of remediation plans, and the necessary oversight during construction.

A competitive Request For Proposal (RFP) process was originally conducted and nine firms submitted proposals to provide these services for the Project. After evaluation that included interviews, reference checks, and cost analysis of the proposals, Ninyo and Moore was recommended to the City Council who approved a Professional Services Agreement (PSA) for their services on August 21, 2012. Their work to date has included the preparation of two Remedial Action Plans for soil cleanup, oversight on the construction of Segments 2 and 3, and the development of remediation plans for Segments 2 and 4. They have also negotiated on the City's behalf with the Orange County Health Care Agency (OCHCA), which is the regulatory agency monitoring soil remediation projects.

Working with OCHCA and the Project architects (David Evans and Associates), Ninyo and Moore identified ways to reduce construction costs of Segments 2 and 4 based on lessons

learned from Segment 3. These approaches were incorporated into the construction plans for those segments.

Amendment five covered the environmental oversight work for Segment 2 and the geotech work for Segment 3. Based on the plans and the engineer's estimate, Ninyo and Moore's proposal estimated that the environmental work on Segment 2 would be completed in five weeks; however, the construction contractor took 11 weeks to complete the soil remediation work. This resulted in Ninyo and Moore staff attending additional weekly progress meetings, providing field vehicle and equipment for field sampling over a longer period of time, as well as additional analytical costs for analysis of confirmation samples. Therefore, they have provided a separate proposal (attached) which outlines the additional costs to complete this work. The additional work including a 15% contingency on the environmental portion totals \$94,216. This is a not to exceed amount and invoices will reflect actual time and materials expended.

As construction to build trail Segment 4 is about to begin, additions to Ninyo and Moore's scope of work are now necessary. Ninyo and Moore has provided a proposal (attached) to provide environmental and geotechnical engineering services and requesting \$327,817. This is a not to exceed amount and includes a 15% contingency on the environmental portion of work. The tasks in both proposals will facilitate the Project through construction completion and the final Removal Action Completion report approval from OCHCA for trail segments 2 and 4. The not to exceed total for the two proposals for additional scope of work for The Tracks totals \$422,033, thus an amendment to the PSA with Ninyo and Moore in this amount is recommended to complete The Tracks at Brea Trail.

Ninyo and Moore consultants have become very familiar with the Project and have performed extremely well. Their past work for the City has been timely, thorough, and responsive. Staff has also received positive feedback from OCHCA, construction contractors, other consultants, the US Environmental Protection Agency (EPA), and other cities regarding their work. Their past in-depth experience with the Project will prove to be more cost effective than utilizing a new consultant who will have no knowledge of Brea's soil cleanup needs or the history of this Project, and working relationship with OCHCA. Ninyo and Moore's understanding and experience with the regulatory processes has been instrumental in moving the Project forward.

The Ninyo and Moore Project Manager on the Project is Prasad Thimmappa, PE, QSD/QSP. He has more than 23 years of experience as an environmental engineer and project manager providing planning, design, and construction quality management and control services for construction projects with contaminated soil and groundwater, as well as remediation projects. His areas of expertise include developing work plans; technical and cost proposals; engineering analyses and feasibility studies; preparing design drawings and construction specifications; construction supervision; compliance monitoring; NPDES permitting for construction; ecological risk assessment and regulatory negotiations. He is highly knowledgeable in the regulatory process of federal, state and local agencies including the EPA, Regional Water Quality Control Board, Department of Toxic Substances Control and County Health Care agencies.

As an experienced firm with environmental and geotechnical expertise, Ninyo and Moore's proposal avoids the additional cost and project delay of bringing a new consulting firm up to speed on the Project. Therefore, for all the above reasons, staff recommends amending Ninyo and Moore's PSA for the necessary work related to Segments 2 and 4 of

The Tracks.

SUMMARY/FISCAL IMPACT

Amendment No. 6 to the PSA with Ninyo and Moore will provide the necessary environmental and geotechnical work for the Segment 2, 3 and 4 of The Tracks at Brea Trail. Therefore, Staff recommends City Council consider approving Amendment No. 6 to the PSA.

The not to exceed amount for environmental and geotechnical services in this amendment, including a 15% contingency on the environmental tasks, is \$422,033. This would bring the current \$613,344 PSA to \$1,035,377. The funding for this amendment is provided by a combination of grants for Segments 2 and 4 including the EPA Brownfields Clean-up (\$562,612), Active Transportation Program (\$5,061,000), Urban Greening (\$815,849), Land and Water Conservation Fund (\$417,630), Recreational Trails Program (\$1,287,000), and Bicycle Corridor Improvement (\$229,317). Thus, there is no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Steve Kooyman, City Engineer

Concurrence: Tony Olmos, Public Works Director

Attachments

Amendment 6

Proposal 1

Proposal 2

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 6 to Professional Services Agreement is made and entered into this ____ day of _____, 2017, by and between Ninyo and Moore ("CONSULTANT") and the CITY OF BREA (hereinafter called the "CITY").

A. Recitals.

(i) On or about August 21, 2012, CITY and CONSULTANT entered into an Agreement for professional services, whereby CONSULTANT provides soils testing and analysis for The Tracks at Brea project ("Agreement," hereinafter).

(ii) On or about May 7, 2013, CITY and CONSULTANT entered into an Amendment for the Agreement, whereby CONSULTANT provides additional soils testing and analysis for The Tracks at Brea project ("Amendment No. 1," hereinafter).

(iii) On or about December 16, 2014, CITY and CONSULTANT entered into a second Amendment for the Agreement, whereby CONSULTANT provides additional soils testing and analysis for The Tracks at Brea project ("Amendment No. 2," hereinafter).

(iv) On or about March 4, 2015, CITY and CONSULTANT entered into a third Amendment for the Agreement, whereby CONSULTANT provides additional soils testing and analysis for The Tracks at Brea project ("Amendment No. 3," hereinafter).

(v) On or about April 19, 2016, CITY and CONSULTANT entered into a fourth Amendment for the Agreement, whereby CONSULTANT provides additional soils testing and analysis for The Tracks at Brea project ("Amendment No. 4," hereinafter).

(vi) On or about January 17, 2017, CITY and CONSULTANT entered into a fifth Amendment for the Agreement, whereby CONSULTANT provides additional environmental soils testing and analysis and geotechnical testing services for The Tracks at Brea project ("Amendment No. 5," hereinafter).

(vi) The parties hereto desire to amend Agreement, whereby CONSULTANT provides additional environmental soils testing and analysis and geotechnical testing services for The Tracks at Brea project, thus increasing the contract amount from \$613,344.30 to \$ 1,035,377.30 ("Amendment 6," hereinafter).

B. Amendment.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

1. Notwithstanding any other provision therein, the term of the Agreement is hereby increased from \$613,344.30 to \$941,161.30. Except as amended by this Amendment No. 6, all other terms and conditions of the Agreement remain unchanged.

2. The persons executing this Amendment No. 6 warrant that they are authorized to execute this Sixth Amendment and that this Amendment is binding on the parties hereto.

NOW, WHEREFORE, the parties have executed this Amendment No. 6 as of the date first set forth above.

CITY OF BREA
A California municipal corporation

CONSULTANT

Cecilia Hupp, Mayor

Scott Kurtz, Director, Environmental
Services

Attest:

Lillian Harris-Neal, City Clerk

Nancy Anglin, Principal Engineer

May 22, 2017
Project No. 208694005/6

Ms. Kathie DeRobbio
Economic Development Director
City of Brea
1 Civic Center Circle
Brea, California 92821

Subject: Budget Amendment 1 for Environmental and Geotechnical Services
Removal Action Work Plan Implementation
Tracks at Brea Project – Segment 2 and Segment 3 Restroom and Plaza
City of Brea, California

Dear Ms. DeRobbio:

Ninyo & Moore is pleased to provide this budget amendment request to continue providing environmental and geotechnical services for the proposed Tracks at Brea Project in the City of Brea (City), California (site). The services proposed herein are for the western segment of the site that extends between North Brea Boulevard and the Flood Control Channel (referred to as Segment 2 or the Project Site), and the construction of a new restroom building and associated plaza east of Brea Boulevard on Segment 3. Environmental and geotechnical services are being provided in accordance with our proposal dated December 28, 2016, that was approved as Amendment No. 5 to our Professional Services Agreement and issued as Purchase Order No. 00067151-3.

This budget amendment is being requested due to the extension of the fieldwork duration and subsequent project management and coordination effort as described in the scope of services below.

SCOPE OF SERVICES

The following additional environmental and geotechnical services are anticipated to be provided for the completion of the project.

Environmental Services

Project Coordination and Management

Additional project coordination, management and technical support to continue the services under our original proposal for a duration of six additional weeks is included in this task.

Limited Public Participation Services

This task has been completed and no additional costs were incurred.

Removal Action Oversight

Fieldwork for the removal activities were anticipated to be completed in 5 weeks. However, due to various project and contractor related issues the project field work duration has been extended by an additional 6 weeks. The additional costs due to this extension include:

- Additional labor to attend a total of six weekly progress meetings.
- Additional labor, field vehicle and supplies charges for the continued monitoring and sampling effort.
- Additional costs for rental equipment including, personal and perimeter dust monitoring equipment, global positioning system, and X-Ray fluorescence field screening equipment.
- Analytical costs for analysis of additional confirmation samples, stockpile samples etc. are included.

Removal Action Completion Report (RACR)

No additional effort is anticipated at this time. Additional data analysis is included in the oversight task above.

City/Orange County Health Care Agency Negotiations

No additional effort is anticipated at this time.

Geotechnical and Materials Testing Services

Project Coordination and Management

- Additional project coordination, management, and technical support, continue the services under our original proposal for a duration of six additional weeks is included in this task.

Field Services

- Field soils technician services for observation, sampling, and density testing during the project rough grading, trench and structural excavation backfill and subgrade, aggregate base recompaction and asphalt concrete paving operations.

Laboratory Analyses

- No additional laboratory testing costs are anticipated at this time.

Report Preparation

- No additional effort is anticipated at this time.

ASSUMPTIONS

The assumptions included in our original proposal are valid for this amendment request as well.

ESTIMATED FEE

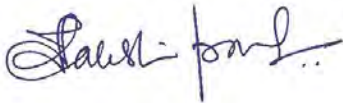
Our services will be performed on a time and materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for laboratory Testing. Our estimated fees for the environmental consulting and geotechnical testing services described herein are presented in the attached Tables 1 and 2, respectively.

SCHEDULE

Ninyo & Moore is currently performing the services described herein. We anticipate providing the draft RACR within approximately 6 weeks following completion of removal activities. We estimate that revisions to the draft RACR will be incorporated and the final RACR and will be issued within approximately 1 week after receipt of comments.

Thank you for providing us the opportunity to assist the City with this important project and we look forward to continuing working with you on this project. If you have any questions regarding this submittal, please call either of the undersigned at (949) 753-7070.

Respectfully submitted,
NINYO & MOORE



Prasad Thimmappa, PE, QSD/QSP
Senior Environmental Engineer



Anthony Lizzi, PG, CHG
Principal Geologist

PT/AJL/sc

Attachments: Table 1 – Breakdown of Estimated Environmental Fee
Table 2 – Breakdown of Estimated Geotechnical and Materials Testing Services
Schedule of Fees
Schedule of Fees for Laboratory Testing

Distribution: (1) Addressee (via e-mail)

TABLE 1 - BREAKDOWN OF ESTIMATED ENVIRONMENTAL FEE

PROJECT COORDINATION AND MANAGEMENT					
Principal Engineer/Geologist/Environmental Scientist	6 hours	@	\$	168.00 /hour	\$ 1,008.00
Senior Engineer/Geologist/Environmental Scientist	24 hours	@	\$	164.00 /hour	\$ 3,936.00
Field Vehicle Usage	24 hours	@	\$	12.00 /hour	\$ 288.00
Subtotal					\$ 5,232.00
Assumes the remedial action (RA) will include removal by excavation and off-site disposal as presented in the RAW.					

LIMITED PUBLIC PARTICIPATION SERVICES	
Subtotal	\$ -

REMOVAL ACTION OVERSIGHT (ADDITIONAL 6 WEEKS OF FIELDWORK)					
Senior Engineer/Geologist/Environmental Scientist	24 hours	@	\$	164.00 /hour	\$ 3,936.00
Staff Engineer/Geologist/Environmental Scientist	240 hours	@	\$	128.00 /hour	\$ 30,720.00
Field Vehicle Usage	240 hours	@	\$	12.00 /hour	\$ 2,880.00
Supplies	30 days	@	\$	50.00 /day	\$ 1,500.00
GPS Unit rental	6 weeks	@	\$	650.00 /week	\$ 3,900.00
XRF Unit Rental	6 weeks	@	\$	1,775.00 /week	\$ 10,650.00
Dust Monitoring Equipment	6 weeks	@	\$	1,700.00 /week	\$ 10,200.00
<u>Laboratory Analysis</u>					
Confirmation Arsenic via EPA Method 6010A, 48-hr Rush	150 tests	@	\$	25.00 /test	\$ 3,750.00
Title 22 Metals by EPA 6010B	15 tests	@	\$	80.00 /test	\$ 1,200.00
TPHs - Carbon Chain by EPA 8015B	4 tests	@	\$	52.00 /test	\$ 208.00
VOCs by EPA 8260M	4 tests	@	\$	75.00 /test	\$ 300.00
Subtotal					\$ 69,244.00
Assumes labor, materials, and equipment to oversee soil removal and disposal activities as required by the RAW. The site activities include remediation observation, XRF screening, GPS, confirmation soil sampling, import soil sampling, and air monitoring.					

REMOVAL ACTION COMPLETION REPORT	
Subtotal	\$ -

CITY/OCHCA NEGOTIATIONS	
Subtotal	\$ -

GRAND TOTAL ESTIMATED ENVIRONMENTAL FEE	\$74,476.00
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**TABLE 2 – BREAKDOWN OF ESTIMATED GEOTECHNICAL AND
MATERIALS TESTING SERVICES**

PROJECT COORDINATION AND MANAGEMENT				
Senior Project Engineer/Geologist/Environmental Scientist	12 hours	@ \$ 160.00 /hour	\$	1,920.00
Subtotal			\$	1,920.00

FIELD SERVICES				
Field/Laboratory Technician	180 hours	@ \$ 87.00 /hour	\$	15,660.00
Field Vehicle Usage	180 hours	@ \$ 12.00 /hour	\$	2,160.00
Subtotal			\$	17,820.00

LABORATORY ANALYSES				
Subtotal			\$	-

REPORT PREPARATION				
Subtotal			\$	-

TOTAL ESTIMATED GEOTECHNICAL AND MATERIALS TESTING FEE			\$	19,740.00
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SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician*	\$ 95
Nondestructive Examination Technician*, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician*	\$ 87
Field/Laboratory Technician*	\$ 87
ACI Concrete Technician*	\$ 87
Concrete/Asphalt Batch Plant Inspector*	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 87
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage	\$ 140 /day
Anchor load test equipment (includes technician)	\$ 97 /hr
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer)	\$ 30 /hr
Nuclear Density Gauge Usage	\$ 0 /hr
Field Vehicle Usage	\$ 12 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, &	\$ 200
AASHTO T-180 (Rock corrections add \$100)	
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D, D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt. \$	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt. \$	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

Reinforcing and Structural Steel

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

Concrete

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

Asphalt Concrete

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyrotory Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

Aggregates

Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

Roofing

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

June 14, 2017
Proposal No. 05-00524

Ms. Kathie DeRobbio
Economic Development Director
City of Brea
1 Civic Center Circle
Brea, California 92821

Subject: Proposal for Environmental and Geotechnical Services
 Removal Action Work Plan Implementation
 Tracks at Brea Project – Segment 4
 City of Brea, California

Dear Ms. DeRobbio:

Ninyo & Moore is pleased to provide this proposal to provide environmental and geotechnical services for the proposed Tracks at Brea Project in the City of Brea (City), California (site). We understand the overall Tracks at Brea project involves the development of approximately 3.5 miles of a dual-tread pedestrian and bicycle trail using abandoned railroad rights-of-way (R/W). The services proposed herein are for the segment of the site that extends between State College Boulevard and Birch Street (referred to as Segment 4 or the Project Site).

Based on our review of the project plans and specifications and our discussions with you, we understand that the planned Segment 4 portion of the project will generally consist of construction of a new approximately 3,200-foot long bicycle and walking trail that will be located east of State College Boulevard. The new Segment 4 trail construction improvements will include demolition, soil remediation, grading, drainage, signage, striping, placement of decomposed granite, aggregate base, asphalt concrete pavement, concrete curb and gutters, concrete side-walks, storm drain, lighting infrastructure, site amenities, as well as new landscape construction.

The project will initially involve removal activities to address the arsenic and total petroleum hydrocarbon (TPH) impacted soil that is to be removed in accordance with the Removal Action Work Plan (RAW) dated April 16, 2013, and subsequent Addenda to the RAW, dated April 4, 2016, and April 25, 2017, prepared by Ninyo & Moore. Other site improvement activities will include earthwork construction to backfill the excavations created by the removal of the contaminated soil, and construction of the remainder of the site to the designed contours.

BACKGROUND

The Project Site addressed by this proposal, is currently owned by the City. It was formerly owned by Union Pacific Railroad and was used as a railroad R/W for over 100 years. The R/W has been abandoned and the property is vacant. A Mitigated Negative Declaration and a Phase I Environmental Site Assessment (ESA) have been completed for the site. Phase II studies at the site have revealed concentrations of arsenic in the soils exceeding cleanup goals (CG). Based on Phase II ESAs conducted in 2012 and 2013, portions of the site, particularly along the center of the former railroad tracks, are impacted above CG as measured in milligrams per kilogram (mg/kg) for elevated concentrations of arsenic.

Based on the results of the Phase II ESAs, Ninyo & Moore prepared a RAW on behalf of the City and submitted the RAW, dated May 10, 2013, and an Addendum to the RAW, dated April 4, 2016, to the Orange County Health Care Agency (OCHCA), the lead regulatory oversight agency for the site, for review. The OCHCA approved the original RAW on June 5, 2013, and the Addendum to the RAW on September 20, 2016.

The RAW calls for the selective removal and off-site disposal of the estimated approximately 14,000 cubic yards (cy) of arsenic and TPH impacted soil from the site. The removal areas will be backfilled to the proposed grade with approximately 15,000 cy of clean import fill and configured to the design contours.

The purpose of our environmental services will be to observe soil removal activities and provide confirmation sampling services during implementation of the removal action (RA) for the site, and submit results to OCHCA for review and approval. The CG for the RA are as follows.

- A clean soil cover of 3.5 feet with arsenic concentrations less than 12 mg/kg and TPH as diesel less than 100 mg/kg and TPH as oil less than 500 mg/kg.
- Arsenic concentrations less than 20 mg/kg in soil up to 5 feet from finish grade.

SCOPE OF SERVICES

Based on our understanding of the project and our review of the RAW, we propose the following environmental and geotechnical services.

Environmental Consulting Services

Based on the approved RAW, Ninyo & Moore proposes to provide environmental consulting services, including project coordination and management; limited public participation services; RA oversight; sampling and analyses; and report preparation.

Task 1. Project Coordination and Management

Ninyo & Moore staff will review the RAW and project background documents provided by the City. The health and safety plan included in the RAW will be revised as needed. During the course of the implementation of the RA, Ninyo & Moore staff will maintain prompt communication with City staff and attend project meetings as requested. Two (2) meetings with City staff and/or OCHCA at the City offices in Brea or at the site are included in our scope.

Task 2. Limited Public Participation Services

In accordance with the request by the City, a Ninyo & Moore Senior Staff will attend a public meeting with the community, arranged by the City, to discuss the implementation of the RAW and answer any questions from the community participants. Ninyo & Moore understands this meeting will be held near the site in the third quarter of 2017.

Task 3. Removal Action Oversight

Once the RA contractor has been selected under separate contract with the City, Ninyo & Moore will conduct RA oversight and sampling. This observation will include reviewing that the RA contractor's work is in compliance with the scope of work detailed in the RAW, the various plans appended to the RAW and the Addendum to the RAW. Ninyo & Moore will conduct confirmation soil sampling, chemical analysis, and air monitoring services. In addition, the Ninyo & Moore project manager will attend weekly site meetings with the City and RA contractor during the RA activities.

Ninyo & Moore will observe excavation activities in the areas where elevated arsenic and TPH concentrations were detected in shallow samples collected during the Phase II ESA soil sampling activities. It is assumed that the RA contractor will remove approximately 14,000 cy of arsenic and TPH-impacted soil. It is anticipated that the RA contractor will be able to complete the impacted soil removal over a period of 8 weeks. This proposal assumes that excavated/disposed soil will be managed by the RA contractor as potentially hazardous and/or non-hazardous waste.

The expected analytes for soil confirmation sampling will largely be arsenic and TPH as diesel and oil. Lateral and vertical extents of excavations will be delineated based on field screening using a hand-held x-ray fluorescence instrument. For cost estimating purposes, we assumed 360 soil samples would be collected and analyzed for arsenic and TPH concentrations using Environmental Protection Agency (EPA) Method 6010B and EPA Method 8015B for diesel and oil range, respectively, in accordance with the RAW. Confirmation samples will be analyzed at a fixed laboratory, in accordance with OCHCA guidelines, on a 24-hour rush turn-around time

basis. Additional estimates of analyses for waste characterization and other analytes requested by the OCHCA are included in the attached Table 1.

As part of the observation and sampling activities, Ninyo & Moore will conduct air monitoring in general accordance with the Air Monitoring and Dust Control Plan included in the RAW. It is expected that one upwind and one downwind monitor will be used. Additionally, a direct-read personal dust meter will be used during soil removal and soil moving activities to monitor for dust in real time. Adjustments to dust suppression, soil removal, and soil moving activities will be recommended to the RA contractor, as needed, based on the results of the monitoring.

Based on the rough grading plans for the project, approximately 15,000 cy of import fill material will be needed. Ninyo & Moore has included a cost estimate for sampling, analysis and preparation of an evaluation report in accordance with the Department of Toxic Substances Control's Information Advisory for Clean Import Fill Material, dated October 2001, assuming two sources of stockpiled import soil are identified by the RA contractor.

Task 4. Removal Action Completion Report (RACR)

After the RA, confirmation sampling and analysis, off-site disposal of material generated during the RA, quality assurance and quality control and site restoration, Ninyo & Moore will prepare a Removal Action Completion Report (RACR). The RACR will be submitted to the City and OCHCA for review and approval. In addition to describing the RA site activities, the report will document that the approved RAW's standards and objectives have been met. It is expected that a draft RACR will be submitted to the OCHCA and up to one round of comments, if any, will need responses prior to submission of the final RACR.

Task 5. City/OCHCA Negotiations

During the RA process, Ninyo & Moore will negotiate on behalf of the City with the OCHCA. Ninyo & Moore will propose alternative strategies with cost and time savings in mind. Two meetings with OCHCA are included in the proposal.

Geotechnical Testing Services

Ninyo & Moore has reviewed the rough grading plans for the project prepared by David Evans and Associates. The following scope of services are anticipated based on our experience providing geotechnical services on similar projects.

- Project coordination, management, and technical support, including review of the project plans and specifications, as well as work scheduling and distribution of test data and daily reports.
- Attendance at pre-construction and as-requested field meetings.

- Field soils technician services for observation, sampling, and density testing during the project rough grading, trench and structural excavation backfill and subgrade, aggregate base recompaction and asphalt concrete paving operations.
- Testing methods and frequency will be in accordance with California Department of Transportation (Caltrans) Standards and the project Quality Assurance Program, dated April 2016.
- Preparation of field daily reports and test data sheets.
- Laboratory testing, including proctor density, sieve analysis, and sand equivalent, as well as asphalt concrete hveem stability and unit weight on representative samples obtained in the field.
- Preparation and submittal of a compaction report, which includes a summary of our field density test results and presents the conclusions of our observations.

ASSUMPTIONS

Our fee is based on the following assumptions.

- Work will be performed under the responsible charge of a California licensed Professional Geologist or Civil Engineer.
- Two meetings are anticipated with the City and/or the OCHCA.
- One draft and one final RACR report are included for the project.
- Five copies each of the draft and final RACR will be submitted to the City.
- Ninyo & Moore understands that the City will assist in the public participation process, including mailings or delivery of field notifications and fact sheets, newspaper advertisement, etc. If such services are desired, Ninyo & Moore can provide these services under a separate authorization.
- The removal and disposal of soil will be completed in approximately 8 weeks.
- Rain may delay the schedule for the removal.
- Soil removal, temporary disposal, and waste management will be conducted by the RA contractor under contract with the City.
- Utility clearance is the responsibility of the RA contractor and the City.
- Ninyo & Moore will not be responsible for damage to underground structures or utilities.
- This project is subject to prevailing wage requirements.
- Our services include the environmental evaluation of two import soil sites. Additional fees will be incurred if more than two import soil sites are used by the RA contractor.
- Our services will be coordinated and scheduled as needed by the City or the RA contractor.

- The contaminated soil excavation and site earthwork grading operations will be performed concurrently by the same RA contractor.
- Deputy inspection services will not be requested.
- Our staff performing geotechnical testing services will have the appropriate certifications approved by Caltrans.
- Our estimated fee is based on the assumptions outlined above and does not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed those in the attached tables will be billed on a time-and-materials basis.
- Stormwater pollution prevention plan (SWPPP) services are not included.
- A contingency of 15 percent of the estimated fee is included for the environmental scope of services.

ESTIMATED FEE

Our services will be performed on a time and materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fees for the environmental consulting and geotechnical testing services described herein are presented in the attached Tables 1 and 2, respectively.

CONTINGENCY

Based on Ninyo & Moore's experience, as common with RAs, some additional removals may be required in areas where sidewall or bottom confirmation soil sample results exceed the CGs. We have included a contingency of 15 percent of the estimated fee for the environmental scope of services. The contingency will only be used if additional time or excavations become necessary, subject to the approval of the City.

SCHEDULE

Following receipt of the Notice-to-Proceed, Ninyo & Moore will commence the services described herein. We anticipate providing the draft RACR within approximately 6 weeks following completion of removal activities. We estimate that revisions to the draft RACR will be incorporated and the final RACR and will be issued within approximately 1 week after receipt of comments.

Thank you for providing us the opportunity to assist the City with this important project and we look forward to working with you on this project. If you have any questions regarding this submittal, please call either of the undersigned at (949) 753-7070.

Respectfully submitted,
NINYO & MOORE

Prasad Thimmappa, PE, QSD
Senior Engineer

Anthony Lizzi, PG, CHG
Principal Geologist

PT/AJL/sc

Attachments: Table 1 – Breakdown of Estimated Environmental Fee
Table 2 – Breakdown of Estimated Geotechnical and Materials Testing Fee
Schedule of Fees
Schedule of Fees for Laboratory Testing

Distribution: (1) Addressee (via e-mail)

Table 1 - Breakdown of Estimated Environmental Fee

Task 1 - Project Coordination and Management

Principal Engineer/Geologist/Environmental Scientist	20 hours	@	\$	168.00	/hour	\$	3,360.00
Senior Engineer/Geologist/Environmental Scientist	40 hours	@	\$	164.00	/hour	\$	6,560.00
Project Engineer/Geologist/Environmental Scientist	80 hours	@	\$	156.00	/hour	\$	12,480.00
Senior Staff Engineer/Geologist/Environmental Scientist	20 hours	@	\$	141.00	/hour	\$	2,820.00
Field Vehicle and Equipment Usage	20 hours	@	\$	12.00	/hour	\$	240.00
Subtotal							\$ 25,460.00

Assumes the remedial action (RA) will include removal by excavation and off-site disposal as presented in the RAW.

Task 2 - Limited Public Participation Services

Senior Engineer/Geologist/Environmental Scientist	4 hours	@	\$	164.00	/hour	\$	656.00
Field Vehicle and Equipment Usage	4 hours	@	\$	12.00	/hour	\$	48.00
Subtotal							\$ 704.00

Task 3 - Removal Action Oversight (Assuming 8 weeks of fieldwork)

Senior Engineer/Geologist/Environmental Scientist	40 hours	@	\$	164.00	/hour	\$	6,560.00
Senior Staff Engineer/Geologist/Environmental Scientist	400 hours	@	\$	141.00	/hour	\$	56,400.00
Field Vehicle and Equipment Usage	400 hours	@	\$	12.00	/hour	\$	4,800.00
Supplies	40 days	@	\$	50.00	/day	\$	2,000.00
GPS Unit Rental	8 weeks	@	\$	650.00	/week	\$	5,200.00
XRF Unit Rental	8 weeks	@	\$	1,775.00	/week	\$	14,200.00
Dust Monitoring Equipment	8 weeks	@	\$	1,700.00	/week	\$	13,600.00

Laboratory Analysis

Waste Characterization Sampling

VOCs by EPA Method 8260B	25 tests	@	\$	130.00	/test	\$	3,250.00
Title 22 Metals by EPA Method 6010B - 24-hr RUSH	25 tests	@	\$	140.00	/test	\$	3,500.00
Arsenic STLC via EPA Method 7420 WET, 48-hr Rush	36 tests	@	\$	60.00	/test	\$	2,160.00

Confirmation Sampling

Arsenic via EPA Method 6010B, 24-hr RUSH	360 tests	@	\$	20.00	/test	\$	7,200.00
TPHs - Diesel and Motor Oil Range Organics by EPA 8015B - 24-hr RUSH	360 tests	@	\$	75.00	/test	\$	27,000.00
Soil Sample Sleeves	360 each	@	\$	5.00	/each	\$	1,800.00
Import Soil Testing (two sources, 8,000 cubic yards each, 48-hr RUSH)	2 sites	@	\$	20,000.00	/site	\$	40,000.00

Subtotal \$ 187,670.00

Assumes labor, materials, and equipment to oversee soil removal and disposal activities as required by the RAW. For estimating purposes, eight weeks of on-site activities are assumed. The site activities include remediation observation, XRF screening, GPS, confirmation soil sampling, import soil sampling, and air monitoring.

Task 4 - Removal Action Completion Report

Principal Engineer/Geologist/Environmental Scientist	8 hours	@	\$	168.00	/hour	\$	1,344.00
Senior Engineer/Geologist/Environmental Scientist	20 hours	@	\$	164.00	/hour	\$	3,280.00
Project Engineer/Geologist/Environmental Scientist	40 hours	@	\$	156.00	/hour	\$	6,240.00
Senior Staff Engineer/Geologist/Environmental Scientist	90 hours	@	\$	141.00	/hour	\$	12,690.00
GIS Analyst	30 hours	@	\$	114.00	/hour	\$	3,420.00
Technical Illustrator/CAD Operator	20 hours	@	\$	86.00	/hour	\$	1,720.00
Data Processing, Technical Editing, or Reproduction	20 hours	@	\$	64.00	/hour	\$	1,280.00
Subtotal							\$ 29,974.00

Assumes preparation and submission of one draft RACR to the OCHCA, response to one set of comments by the OCHCA, and submission of a final RACR.

Table 1 - Breakdown of Estimated Environmental Fee

Task 5 - City/OCHCA Negotiations

Principal Engineer/Geologist/Environmental Scientist	8 hours	@	\$	168.00	/hour	\$	1,344.00
Senior Engineer/Geologist/Environmental Scientist	24 hours	@	\$	164.00	/hour	\$	3,936.00
Technical Illustrator/CAD Operator	2 hours	@	\$	86.00	/hour	\$	172.00
Data Processing, Technical Editing, or Reproduction	2 hours	@	\$	64.00	/hour	\$	128.00
Field Vehicle and Equipment Usage	12 hours	@	\$	12.00	/hour	\$	144.00
Subtotal							\$ 5,724.00

Assumes typical negotiations with the OCHCA associated with the environmental issues including one meeting at the Site, City or OCHCA offices. These costs do not include evaluating and negotiating changes to prior OCHCA decisions.

GRAND TOTAL ESTIMATED ENVIRONMENTAL FEE	\$249,532.00
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CONTINGENCY @ 15%	\$ 37,429.80
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TOTAL ESTIMATED ENVIRONMENTAL FEE	\$286,961.80
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Schedule of Fees

Hourly Charges for Personnel

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 141
Staff Engineer/Geologist/Environmental Scientist	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician*	\$ 95
Nondestructive Examination Technician*, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician*	\$ 87
Field/Laboratory Technician*	\$ 87
ACI Concrete Technician*	\$ 87
Concrete/Asphalt Batch Plant Inspector*	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 87
Technical Illustrator/CAD Operator	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist	\$ 73
Data Processing, Technical Editing, or Reproduction	\$ 64

Other Charges

Concrete Coring Equipment (includes one technician)	\$ 180/hr
PID/FID Usage	\$ 140/day
Anchor load test equipment (includes technician)	\$ 97/hr
Hand Auger Equipment	\$ 65/day
Inclinometer Usage	\$ 40/hr
Vapor Emission Kits	\$ 40/kit
Level D Personal Protective Equipment (per person per day)	\$ 30/p/d
Rebar Locator (Pachometer)	\$ 30/hr
Nuclear Density Gauge Usage	\$ 0/hr
Field Vehicle Usage	\$ 12/hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

Notes

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

Schedule of Fees for Laboratory Testing

Laboratory Test, Test Designation, and Price Per Test

SOILS

Atterberg Limits, D 4318, CT 204	\$ 160
California Bearing Ratio (CBR), D 1883	\$ 485
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation – Time Rate, D 2435, CT 219	\$ 75
Direct Shear – Remolded, D 3080	\$ 325
Direct Shear – Undisturbed, D 3080	\$ 275
Durability Index, CT 229	\$ 165
Expansion Index, D 4829, IBC 18-3	\$ 180
Expansion Potential (Method A), D 4546	\$ 160
Geofabric Tensile and Elongation Test, D 4632	\$ 180
Hydraulic Conductivity, D 5084	\$ 330
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 255
pH and Resistivity, CT 643	\$ 175
Proctor Density D 1557, D 698, CT 216, & AASHTO T-180 (Rock corrections add \$100)	\$ 200
R-value, D 2844, CT 301	\$ 295
Sand Equivalent, D 2419, CT 217	\$ 110
Sieve Analysis, D 422, CT 202	\$ 130
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 100
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 880
Triaxial Shear, C.D., D 4767, T 297	\$ 430
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 365
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 210
Triaxial Shear, U.U., D 2850	\$ 155
Unconfined Compression, D 2166, T 208	\$ 120
Wax Density, D 1188	\$ 100

MASONRY

Brick Absorption, 24-hour submersion, C 67	\$ 50
Brick Absorption, 5-hour boiling, C 67	\$ 60
Brick Absorption, 7-day, C 67	\$ 65
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 50
Brick Modulus of Rupture, C 67	\$ 45
Brick Moisture as received, C 67	\$ 40
Brick Saturation Coefficient, C 67	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 65
Concrete Block Conformance Package, C 90	\$ 485
Concrete Block Linear Shrinkage, C 426	\$ 135
Concrete Block Unit Weight and Absorption, C 140	\$ 60
Cores, Compression or Shear Bond, CA Code	\$ 60
Masonry Grout, 3x3x6 prism compression, C 39	\$ 35
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 185

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 60
Hardness Test, Rockwell, A 370	\$ 70
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 130
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 150
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 55
Structural Steel Tensile Test: Up to 200,000 lbs. (machining extra), A 370	\$ 80
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 60

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 25
Concrete Mix Design Review, Job Spec	\$ 155
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 825
Concrete Cores, Compression (excludes sampling), C 42	\$ 60
Drying Shrinkage, C 157	\$ 350
Flexural Test, C 78	\$ 65
Flexural Test, C 293	\$ 60
Flexural Test, CT 523	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Jobsite Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 45
Petrographic Analysis, C 856	\$ 1,900
Restrained Expansion of Shrinkage Compensation	\$ 270
Splitting Tensile Strength, C 496	\$ 90
3x6 Grout, (CLSM), C 39	\$ 45
2x2x2 Non-Shrink Grout, C 109	\$ 45

ASPHALT CONCRETE

Air Voids, T 269	\$ 50
Asphalt Mix Design, Caltrans (excl. Aggregate Quality)	\$ 2,800
Asphalt Mix Design Review, Job Spec	\$ 165
Dust Proportioning, CT LP-4	\$ 50
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 240
Film Stripping, CT 302	\$ 110
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 215
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 85
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
SuperPave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 5,200
SuperPave, Gyration Unit Wt., T 312	\$ 75
SuperPave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 50
Voids filled with Asphalt, (VFA) CT LP-3	\$ 50

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 160
Cleaness Value, CT 227	\$ 160
Crushed Particles, CT 205	\$ 165
Durability, Coarse or Fine, CT 229	\$ 195
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 75
Organic Impurities, C 40	\$ 80
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 950
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 1,250
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 450
Sand Equivalent, T 176, CT 217	\$ 110
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 115
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 130
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 100
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 160

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 210
Roofing Tile Strength Test, (set of 5), C 67	\$ 210

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.