

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
FREY ENVIRONMENTAL, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 14th day of December, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and FREY ENVIRONMENTAL, INC., a California corporation (entity information) ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide soil remediation and groundwater assessment services at Costa Mesa Fire Station #3, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposal, attached hereto as Exhibit "A", and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein. Such services will be provided under the regulatory oversight of the Orange County Health Care Agency, as further described in Exhibits A and B.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to

the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services provided pursuant to this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. This Agreement is also subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). No consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services provided pursuant to this Agreement available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant may obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.6. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.9. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Thirty-Nine Thousand Eighty-Four Dollars (\$39,084.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoices shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Notwithstanding any provisions of Consultant's Proposal to the contrary, City shall not be required to pay any interest on any payments not made within said 30-day period.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement

shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Consultant shall provide the services on an expedited schedule as set forth in Exhibit B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two (2) years, ending on December 13, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be

prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract

work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. CONSULTANT'S GUARANTEE

6.1. Guarantee. Consultant guarantees that all materials used in the work and all labor performed shall be in conformity with this Agreement and any requirements imposed by the Orange County Health Care Agency in connection with the services provided pursuant to this Agreement. Consultant shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the work to conform to the requirements of this Agreement until the work is approved in writing by the Orange County Health Care Agency.

6.2. Remedies Cumulative. The rights and remedies available to City pursuant to this section shall be cumulative with all rights and remedies available to City pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and the foregoing guarantee by Consultant shall not constitute a waiver of any rights or remedies available to City against Consultant.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

7.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Frey Environmental, Inc.
2817 Lafayette Avenue
Newport Beach, CA 92663
Tel: (949) 723-1645
Attn: Joe Frey

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5275
Attn: Kelly Dalton

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

7.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "C" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

7.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

7.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its

employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

City's acceptance of the insurance policies required by this Agreement shall not constitute a waiver of any rights against Consultant which it may have by reason of the foregoing indemnification obligations. Consultant's indemnification obligations shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred by reason of the operations of Consultant or any subcontractor or others performing work on behalf of Consultant, whether or not such insurance policies are applicable. Consultant shall require any and all tiers of subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of Consultant and shall incorporate identical indemnity provisions in all contracts between Consultant and all tiers of its subcontractors.

In the event that Consultant and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of Consultant or any of its subcontractors, or by a dangerous condition of City's property created by Consultant or any of its subcontractors or existing while the property was under the supervision and control of Consultant, Consultant shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

7.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under

this paragraph.

7.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

7.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

7.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

7.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

7.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

7.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

7.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

7.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.20. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

7.21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

7.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of

the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

7.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.27. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

7.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT




Signature

Date: 12/18/20

Joe Frey Principal
[Name and Title]

CITY OF COSTA MESA



Carol Molina
Purchasing Officer

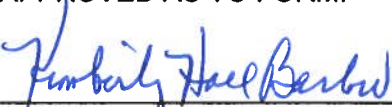
Date: 12/23/2020

ATTEST:

Brenda Green 1/28/2021
Brenda Green
City Clerk



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 1/27/21

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 12/29/2020

APPROVED AS TO CONTENT:

for S. Yang (Acting City Engineer) Date: 1/5/2021
Kelly Dalton
Project Manager

DEPARTMENTAL APPROVAL:

Raja Sethuraman Date: 1/6/2021
Raja Sethuraman
Public Services Director

APPROVED AS TO PURCHASING:

Carol Date: 12/23/2020
Carol Molina
Finance Director

EXHIBIT A
REQUEST FOR PROPOSALS



October 6, 2020

SUBJECT: REQUEST FOR PROPOSALS – SOIL REMEDIATION AND GROUNDWATER ASSESSMENT FOR FIRE STATION #3

Dear Consultant:

The City of Costa Mesa is requesting proposals for professional environmental services for soil remediation and groundwater assessment at Fire Station #3 in Costa Mesa, located at 1865 Park Avenue and as shown in Exhibit A.

The City intends to utilize the services of a qualified consultant to implement the required remediation and assessment efforts to adhere to the work plan as defined by Orange County Health Care Agency (OCHCA) in the attached correspondence (Attachment 2) and to move the site towards closure under the State Water Resources Control Board's Low Threat Closure Policy. The scope of services to be performed is defined below.

BACKGROUND

The subject site is located on the southwest corner of the intersection of Park Avenue and Plumer street in the City of Costa Mesa. The surrounding area consists of a mixture of apartment buildings, single-family residences and commercial buildings. The site is bounded to the north by Plumer Street with a 2-story apartment complex beyond, to the east by Park Avenue, and to the south and west by parking lots. The location of the site is depicted on Figure 1 – Location Map. The site layout is depicted in Figure 2 – Site Plan.

1.1 UST Removal

On 18 March 2016, a 1,000-gallon diesel underground storage tank (UST) was being filled on the property. During the dispensing of the fuel, a lid covering the annular riser pipe was blown off the tank and brine solution from the secondary annular space leaked on the parking lot. At the same time, diesel fuel bled from the dispenser area. The City of Costa Mesa gauged the fuel level in the UST between 18 March and the early morning of 19 March 2016 when the remaining 148.1 gallons of diesel in the UST was removed. being filled on the

property. During the dispensing of the fuel, a lid covering the annular riser pipe was blown off the tank and brine solution from the secondary annular space leaked on the parking lot. At the same time, diesel fuel bled from the dispenser area. The City of Costa Mesa gauged the fuel level in the UST between 18 March and the early morning of 19 March 2016 when the remaining 148.1 gallons of diesel in the UST was removed. The City of Costa Mesa determined that 843.8 gallons of diesel was unaccounted for.

The UST, piping and dispenser were removed on 13 April 2016. Elevated concentrations of total petroleum hydrocarbons (TPH) and various volatile organic compounds (VOCs) were encountered in the samples collected beneath the former UST. TPH-d was detected in samples D-2 (dispenser sample), T-1 and T-2 (UST samples) at 65.6 mg/kg, 20,800 mg/kg and 12,700 mg/kg, respectively. Samples T-1 and T-2 also contained TPH-g at 6,150 mg/kg and 3,310 mg/kg and TPH-mo at 3,010 mg/kg and 1,140 mg/kg, respectively. Sample SP-2 also contained TPH-mo at 34.4 mg/kg. VOCs and fuel oxygenate were not detected in samples D-1, P-1, P-2 (piping samples), SP-1 and SP-2 (spoils pile samples). Styrene was detected in sample D-1 at 5.9 ug/kg. Benzene was only detected in sample T-1 at 63 ug/kg. Toluene, ethylbenzene and xylenes were detected in samples T-1 and T-2 at concentrations ranging from 420 mg/kg (toluene in sample T-2) to 59,400 ug/kg (xylenes in sample T-1). Various other hydrocarbon compounds, including isopropylbenzene, n-propylbenzene, 1,3,5-trimethylbenzene, 1,2,4-trimethylbenzene, sec-butylbenzene, n-butylbenzene and naphthalene were detected in samples T-1 and T-2 at concentrations ranging from 330 ug/kg to 77,900 ug/kg.

1.2 Soil Excavation

In July 2016, MJK Construction deepened the excavation to a depth of 18 feet. Following the excavation, the OCHCA directed that samples be obtained from each sidewall at depths of 2.5, 5, 12 and 18 feet (Figure 2).

Total Petroleum Hydrocarbons as diesel (TPH-d) were detected in the majority of the samples, at concentrations ranging from 5.5 mg/kg (sample SW-5) to 30,100 mg/kg (Sample SW-18). Between 2.5 and 5 feet, TPH-d was generally below detectable limits to a maximum level of 49.2 mg/kg in sample EW-5. The highest concentrations were detected in the samples collected at 12 and 18 feet in all of the sidewalls.

Ethylbenzene, and xylenes (BTEX) were detected in all of the samples collected from depths 12 and 18 feet, and trace amounts at 5 feet in boring WW-5. Ethylbenzene ranged from 51.8 ug/kg in WW-5 to 10,300 ug/kg in SW-18. Total xylenes ranged from 236 ug/kg in WW-5 to 55,500 ug/kg in SW-18. Benzene was not detected in any of the samples collected. Toluene was detected in samples EW-12, WW-18, SW-18, NW-12 and NW-18 at concentrations ranging from 158 ug/kg in EW-18 to 2360 ug/kg in SW-18.

VOCs including 1,3,5-trimethylbenzene and 1,2,4-trimethylbenzene were detected in all samples taken from depths 12 and 18 feet as well as in sample WW-5. Concentrations of 1,3,5-trimethylbenzene ranged from 52.4 ug/kg in sample WW-5 to 20,200 ug/kg in SW-18. Concentrations of 1,2,4-trimethylbenzene ranged from 181 ug/kg in WW-5 to 65,500 ug/kg in SW-18.

Additional VOCs including n-butylbenzene, sec-butylbenzene, n-propylbenzene, isopropyl toluene and naphthalene were detected in all of the samples collected at depths 12 and 18 feet.

In total, 122 tons of diesel impacted soil was removed and transported to a soil recycling facility.

1.3 Site Assessment

Following the soil excavation, six borings were advanced on the property in and around the former UST location. Five of borings were located in a within a 5 to 10-foot radius of the excavation (borings B-1, B-2, B-3, B-5 and B-6), and one boring (B-4) was placed at the center of the excavation (Figure 2). The borings were drilled to 30 feet bsg. Soil samples were generally collected at 5-foot intervals. Groundwater was encountered at depths of 25 to 30 feet and grab groundwater samples were collected from each boring.

1.3.1. Soil Results

TPH-d was only detected in samples B-2-20, (404 mg/kg), B-3-20 (18.5 mg/kg) and B-4-20 (7,240 mg/kg). TPH-g was detected in samples B-2-20 and B-4-20 at 866 mg/kg and 2,160 mg/kg. Samples B-2-20, B-3-40 and B-4-20 also had TPH-o concentrations of 34.0 mg/kg, 481 mg/kg and 780 mg/kg, respectively.

Ethylbenzene and xylenes were both detected in B-1-25, B-2-20 and B-4-20.

Concentrations of ethylbenzene ranged from 4.2 ug/kg in sample B-1-25 to 2,800 ug/kg in sample B-4-20. Xylene concentrations ranged from 10.2 ug/kg in sample B-1-25 to 12,800 ug/kg in sample B-4-20. Benzene and MTBE were not detected in any of the soil samples. Toluene was detected in two of the soil samples at concentrations of 90 ug/kg in sample B-2-20 and 560 ug/kg in sample B-4-20.

Other VOCs including 1,3,5-trimethylbenzene and 1,2,4-trimethylbenzene were detected in B-1-25, B-2-20 and B-4-20. Concentrations of 1,3,5-trimethylbenzene ranged from 2.7 ug/kg in sample B-1-25 to 4,610 ug/kg in sample B-4-20. Concentrations of 1,2,4-trimethylbenzene ranged from 7 ug/kg in sample B-1-25 to 16,800 ug/kg in sample B-4-20.

Additional VOCs including isopropyl benzene, n-propyl benzene, p-isopropyl toluene, nbutylbenzene and naphthalene were detected in samples B-2-20 and B-4-20.

1.3.2 Groundwater Results

TPH-d was detected four of the six groundwater samples. Concentrations of TPH-d ranged from 945 microgram per liter (ug/L) in sample B-3-W to 720,000 ug/L in B-5-W. TPH-g was detected in all of the samples with concentrations ranging from 774 ug/L in sample B-2-20 to 833,000 ug/L in sample B-4-20. TPH-o was also detected in sample B-5-W at 86,400 ug/L.

Benzene was detected in three of the samples at concentrations ranging from 3.8 ug/L in sample B-3-W to 6.2 ug/L in sample B-4-W. Ethylbenzene and xylenes (BTEX) were detected in all of the groundwater samples. Concentrations of ethylbenzene ranged from 1 ug/L in sample B-6-W to 288 ug/L in sample B-5-W. Xylene concentrations ranged from 4.8 ug/L in sample B-6-W to 1,540 ug/L in sample B-5-W. Toluene was also detected in five of the six groundwater samples. Toluene concentrations ranged from 1.1 ug/L in sample B-1-W to 46 ug/L in sample B-5-W. MTBE was not detected in any of the groundwater samples.

SCOPE OF SERVICES

Phase 1:

The selected consultant should review all material from OCHCA's Geotracker database and obtain a full understanding of the site and prior studies. The consultant should then meet with City to discuss the proposed scope of work by OCHCA (listed below under Phase 2) and develop strategies for closure of site. Meetings with OCHCA and other agencies to advance the closure should be conducted prior to undertaking below scope of work. The services for Phase 2 will be adjusted based on outcome of above discussions.

Phase 2:

The tasks outlined below are to be performed in accordance with OCHCA's approved scope of work:

In order to further assess the impact to groundwater, the OCHCA has requested that four monitoring wells be installed initially and in accordance with the following guidelines.

- Prior to drilling, mark the boring locations and notify Dig Alert a minimum of 48 hours prior to drilling.
- Obtain well permits from the OCHCA.
- Contact OCHCA and coordinate with applicable OCHCA and City staff to fulfill any required inspection activities a minimum of 48 hours prior to the field work.
- Prior to any drilling, brief all field crew members of the content of the Health and Safety Plan.
- Prior to drilling, clear each boring location for subsurface utilities using a hand auger to a depth of 4 feet. Upon reaching 2 feet, utilize a core sampler loaded with two 2"x3" stainless sleeves. Drive the sampler to 2.5 feet and extract the sampler. Remove the sample sleeves and cover the ends of the bottom sleeve with Teflon sheets and caps. Label the sleeve and place in a chilled container.
- Following utility clearance, drill each boring to a depth that extends approximately 10 feet into groundwater unless a competent clay layer (>5-foot-thick) is encountered below the water surface.
- Collect soil samples at 5-foot intervals to depth. The samples will be collected by driving a California modified split spoon sampler loaded with three 2"x6" sleeves.

Remove one sleeve and cover the ends of the sleeve with Teflon sheets and caps. Label the sleeve and place in a chilled container.

- Convert the borings into 4" diameter monitoring wells.
- Describe soil in sample duplicates in accordance with the Unified Soil Classification System (USCS). Screen the soil samples for organic vapors using an organic vapor meter.
- Decontaminate sampling equipment in a phosphate-free detergent solution and rinse twice with water prior to each sampling run.
- Drum all soil cuttings as well as decontamination water and groundwater.
- Develop the wells utilizing a well development rig at least 48 hours after well installation.
- Survey the wells for latitude, longitude and elevation by a licensed surveyor.
- Collect groundwater samples from the monitoring wells after the wells have been purged of three volumes of water.
- Analyze the soil and groundwater samples for total petroleum hydrocarbons carbon range (TPH – gas, diesel and oil) and volatile organic compounds (including BTEX) with fuel oxygenates (including MTBE), EDB, 1,2-DCA and naphthalene in accordance with EPA methods 8015-modified and 8260B, respectively.
- Prepare a report detailing the sampling activities and analytical results, signed by a California Professional Geologist.

Content of Proposal

The proposal should be no more than 10 pages in length, not including a cover letter and resumes. It is requested that the following be submitted with your proposal:

1. Project Approach and Understanding – provide a brief review of the project and highlight areas to expedite the project or special concerns of which the City should be advised.
2. Work Plan – define the project approach, team assignments, and products.
3. Expedited Schedule – provide a detailed schedule indicating stages of work and time frames.
4. An organizational chart and staffing plan identifying key personnel on this project, with a brief resume on each individual (two pages max per person) and recent projects on which they have worked of a similar type. Identify the project manager with a detailed resume, and the individual authorized to negotiate the contract on behalf of the consulting firm.
5. A listing of similar projects that your firm has completed within the last five years. Information should include a description of work, year completed, cost, and agency/client name along with the agency's contact person.
6. Comply with Professional Services Agreement requirements (see attached PSA).

Selection Criteria

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used.

1. Project Approach and Methodology -----30%
2. Qualifications and Key Staff Experience -----30%
3. Record of Success on Similar Projects -----20%
4. Expedited Schedule and Key Staff Availability -----20%

Fee Schedule

The professional services agreement will be awarded based strictly upon the scoring rubric identified above. The fee schedule should show the hourly cost of personnel by Phase with a total not-to-exceed amount for the project. It is requested that the fee, including all meetings, reproduction, materials, and associated project expenses, be itemized for the project with a total not-to-exceed amount.

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of the assessment activities.

Contract Changes

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the City **in writing prior** to commencement of actual change in work. No fee adjustment will be allowed unless said **prior** approval is authorized exclusively **in writing** by the City, without exception.

Right to Reject all Proposals

The City of Costa Mesa reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this request for proposal, or otherwise. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by a respondent. All proposals submitted to the City of Costa Mesa in response to this request for proposals shall become the property of the City.

Enclosed is the City of Costa Mesa standard professional services agreement and sample certificate of insurance for reference in preparing the proposal. The minimum insurance and endorsement requirements are stated within the enclosed documents. **Should your firm be**

interested in submitting a proposal for this project, please email proposals to Kelly Dalton at kelly.dalton@costamesaca.gov, on or before **4:00 p.m., October 21, 2020**. Proposals not received by the indicated time and date will not be accepted. No faxed copies or postmarks will be accepted in lieu of delivery.

Tentative Schedule of Events from Issuance of the RFP to Award of Contract:

- RFP Distributed October 6, 2020
- **Proposals Due October 21, 2020 at 4:00 p.m.**
- Approval of Contract November, 2020

If additional information is required, please contact Kelly Dalton, Associate Engineer, at (714) 754-5275, or email at: kelly.dalton@costamesaca.gov.

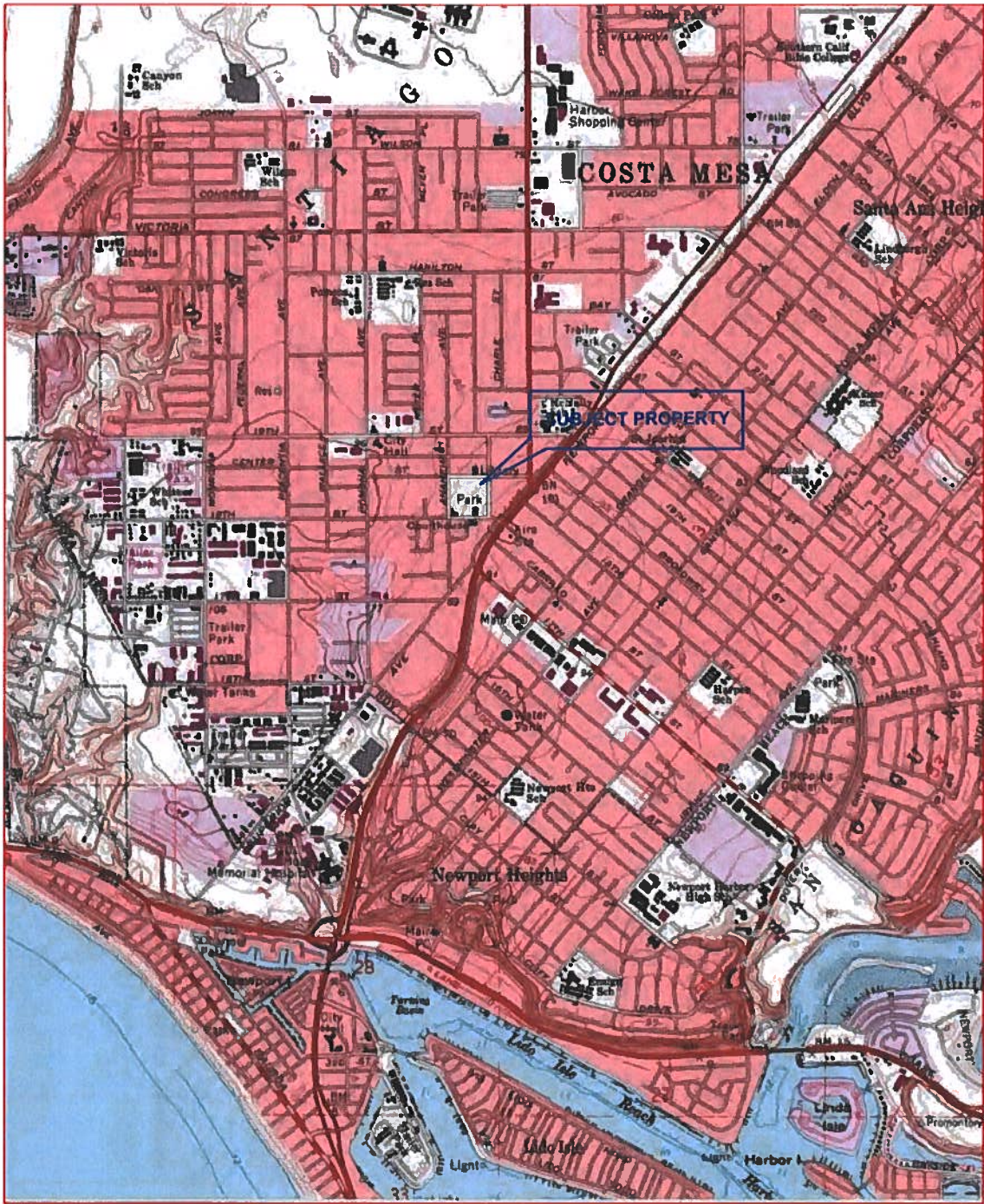
Sincerely,

Kelly Dalton

Kelly Dalton
Associate Engineer

Attachments: 1. Exhibit A – Site Maps & Figures
2. Exhibit B – OCHCA Letter – OCHCA Case No. 16UT001
3. Exhibit C - Sample PSA and Certificate of Insurance Forms

cc Baltazar Mejia, Interim City Engineer
Raja Sethuraman, Public Services Director



NEWPORT BEACH QUADRANGLE, CALIFORNIA
 7.5 MINUTE SERIES (U.S. GEOLOGICAL SURVEY)



AdvancedGeo
 Environmental



www.advgeoenv.com
 (800) 511-9300

LOCATION MAP
 COSTA MESA FIRE STATION NO. 3
 1865 PARK AVENUE
 COSTA MESA, CALIFORNIA

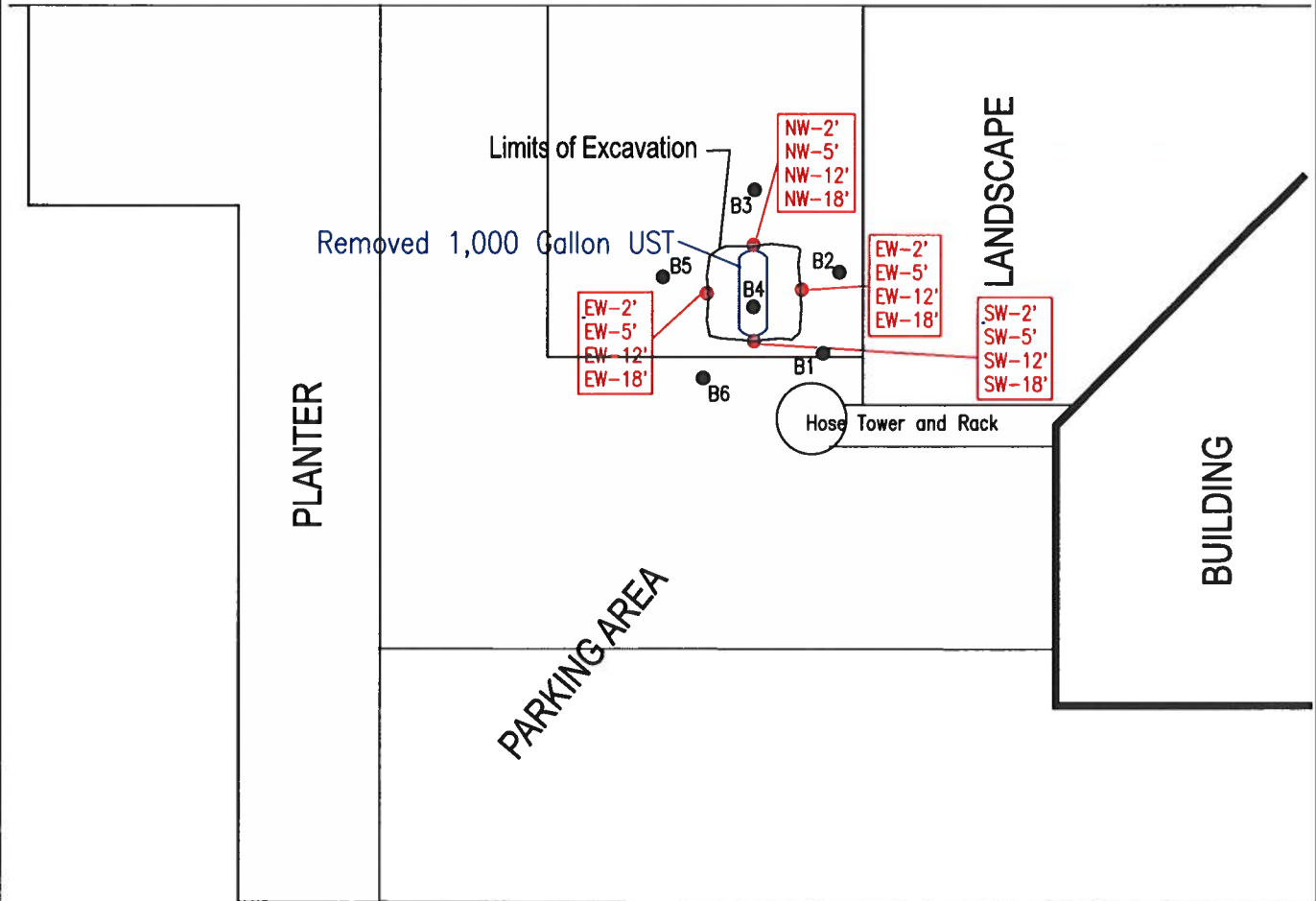
FILE: LOCATION

DRAWN BY: RDL

PROJECT NO. 19-4939

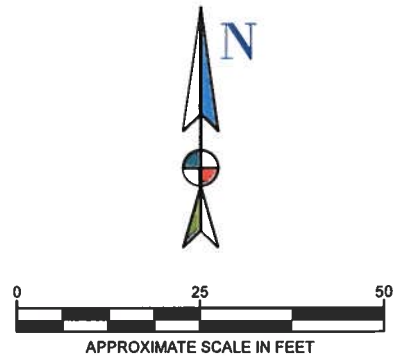
FIGURE 1

PLUMER STREET



LEGEND

- Post Excavation Soil Sample Location (7/6/2016)
- B1 ● Boring Location



AdvancedGeo
Environmental


www.advgeoenv.com
(800) 511-9300

SITE PLAN
COSTA MESA FIRE STATION NO. 3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA

DATE: DECEMBER 2019

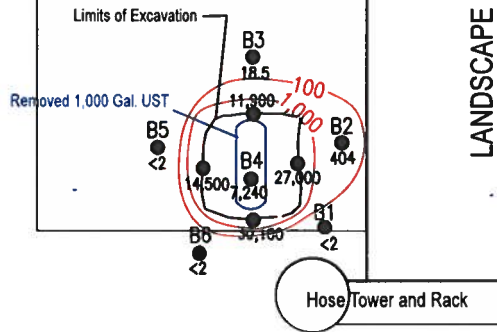
FILE: SP

DRAWN BY: RDL

PROJECT NO. 19-4939

FIGURE: 2

PLUMER STREET



AdvancedGeo
Environmental



www.advgeoenv.com
(800) 511-9300

TPH-D IN SOIL
COSTA MESA FIRE STATION NO. 3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA

DATE: DECEMBER 2019

FILE: SP

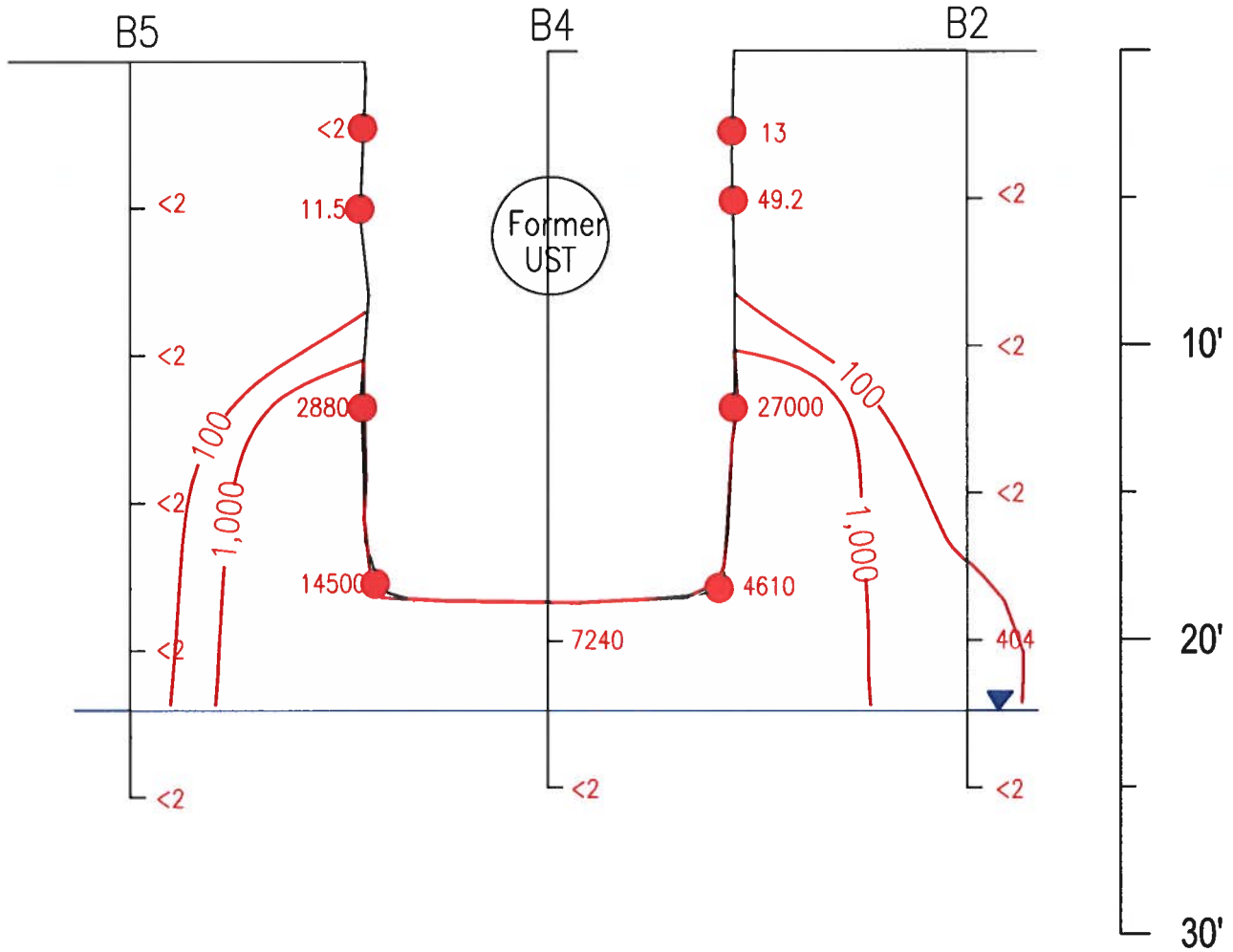
DRAWN BY: RDL

PROJECT NO. 19-4939

FIGURE: 3

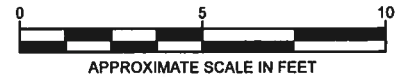
WEST

EAST

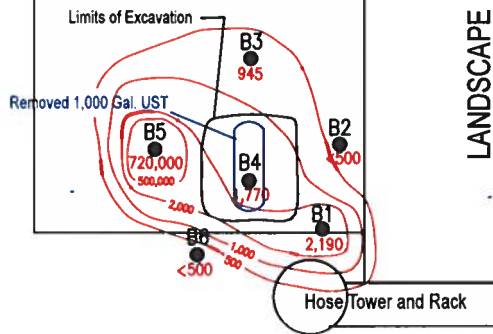


LEGEND

- Boring Sample Location (TPH-d)
- Excavation Sample (TPH-d)
- TPH-d Contour

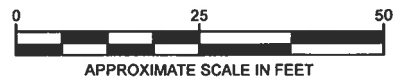


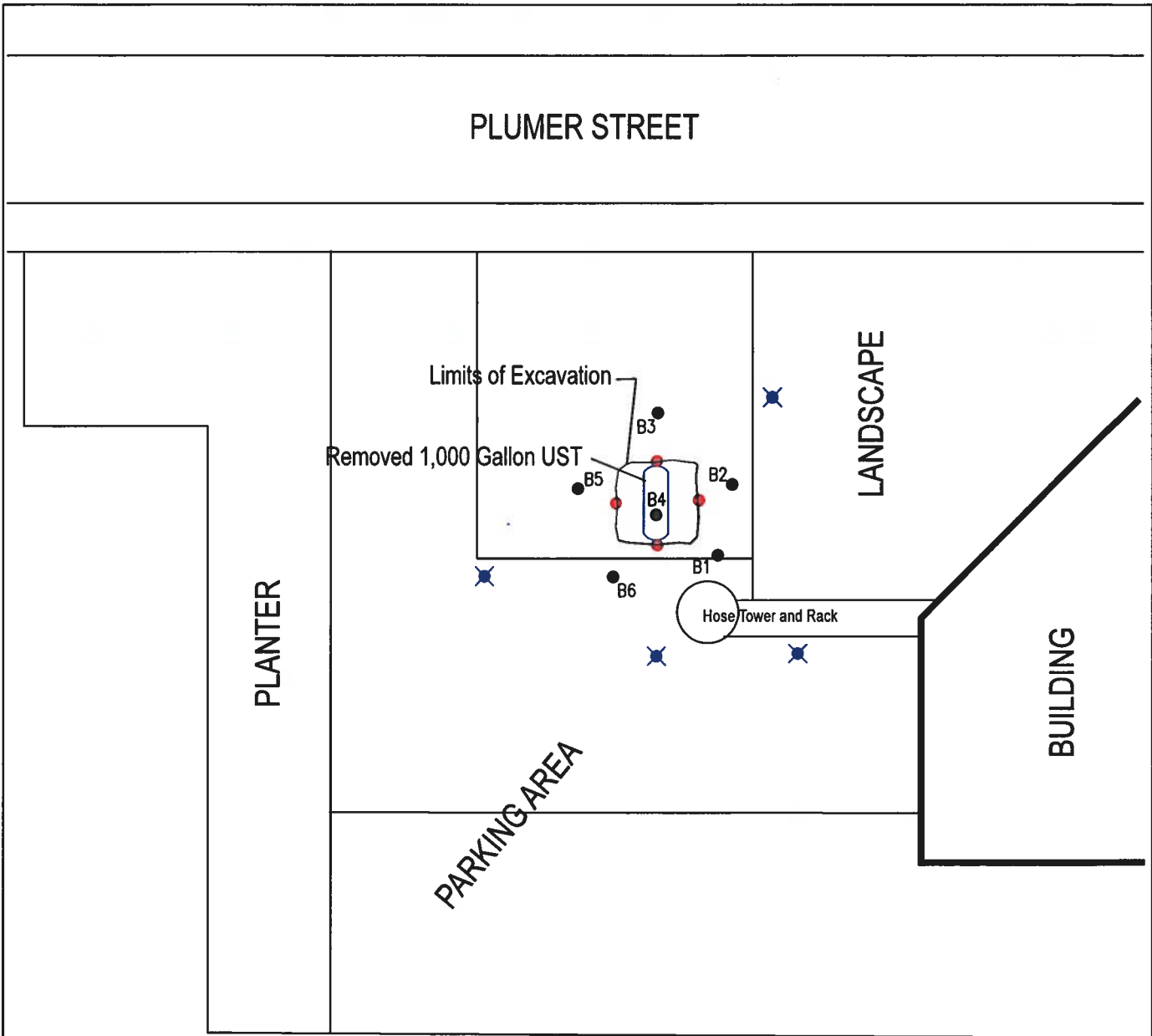
PLUMER STREET



LEGEND

- B4 1,770 Groundwater Concentration (ug/L)
- 500- TPH-d Isocontour (ug/L)

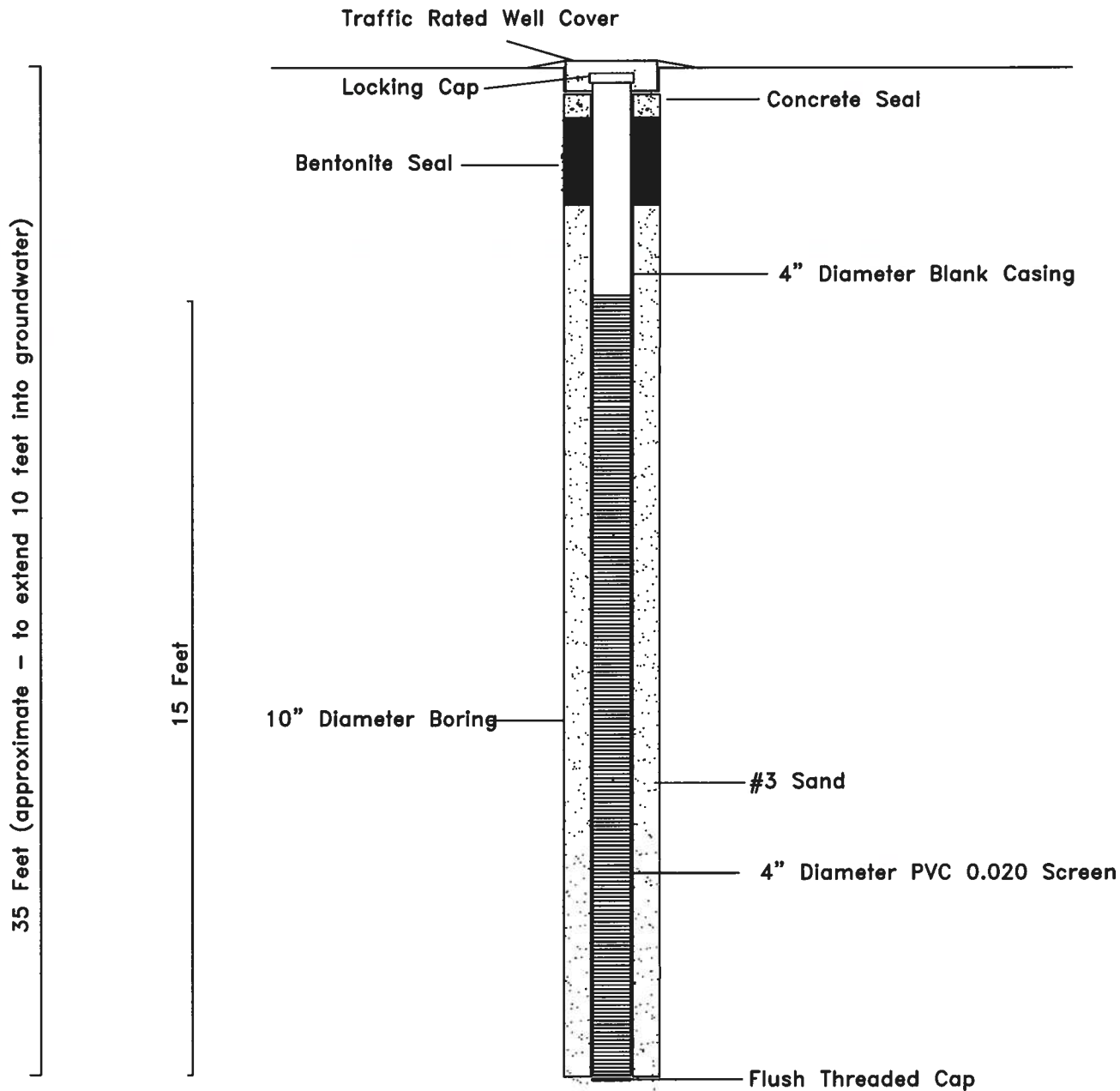




LEGEND

- B1 Previous Boring Location (7/2016)
- ✱ Proposed Monitoring Well Location







RICHARD SANCHEZ
DIRECTOR

STEVE THRONSON
DEPUTY AGENCY DIRECTOR
REGULATORY/MEDICAL SERVICES

CHRISTINE LANE, REHS
INTERIM DIRECTOR
ENVIRONMENTAL HEALTH

1241 E. DYER ROAD, SUITE 120
SANTA ANA, CA 92705

TELEPHONE: (714) 433-6000
FAX: (714) 754-1732
E-MAIL: ehealth@ochca.com

**REGULATORY/ MEDICAL HEALTH SERVICES
ENVIRONMENTAL HEALTH**

August 23, 2019

Bruce Lindemann
City of Costa Mesa
Maintenance Services Division
P.O. Box 1200
Costa Mesa, CA 92628

Subject: Work Plan for Additional Soil Remediation and Groundwater Assessment dated September 23, 2016

**Re: Costa Mesa Fire Station #3
1865 Park Avenue
Costa Mesa, CA 92627
OCHCA Case # 16UT001**

Dear Mr. Lindemann:

Thank you for participating in the August 12, 2019 meeting with Orange County Local Oversight Program (OCLOP) staff regarding the above referenced site. As discussed during the meeting, it is not necessary to conduct the additional soil excavation proposed in the subject report at this time. To advance this site towards closure under the State Water Resources Control Board's Low Threat Closure Policy, the extent of subsurface soil and groundwater contamination must be defined. Therefore, the proposed groundwater assessment must proceed with the following conditions:

1. The groundwater monitoring wells depicted in Figure 1 of the subject report must be repositioned to the following locations: southeast of B-1, southeast of B-6, east of B-3 and southwest of B-5. Please submit a revised map with well locations to the OCLOP for approval by October 10, 2019.
2. Wells should be constructed with 5 feet of screen above and 10 feet of screen below the static water table. Please ensure that field observations are taken into account during field activities.
3. The subject report lacks borehole clearance method. If the boreholes are cleared by air-knife, there must be a two-foot separation between the depth of air knifing and the depth of sample collection. In addition, intact soil samples must be collected (i.e. slide hammer, direct push sampling equipment, etc.).

4. Collection of soil samples for laboratory analysis is proposed at 5 feet and at 5-foot intervals to total depths. In order to pursue a low threat closure for this case, representative soil samples at a depth of 2.5 feet bgs must also be collected.
5. All soil and groundwater samples must be analyzed for total petroleum hydrocarbons with carbon-chain identification by EPA Method 8015M and for volatile organic compounds and fuel oxygenates by EPA Method 8260B, full scan including naphthalene. Review of the subject site history indicates that a gasoline underground storage tank was removed in 1988 which pre-dates the phase out of leaded gasoline. Therefore, soil and groundwater samples must be analyzed for lead and lead scavengers EDB (1,2-dibromoethane or ethylene dibromide) and 1,2-DCA (1,2-dichloroethane).
6. Based on the results of the site assessment, the OCLOP may require additional groundwater monitoring wells to define the dissolved-phase contaminant plume. In addition, a soil vapor assessment may be necessary to determine if the hydrocarbons released at the site pose a risk from vapor intrusion to occupants of the fire station and nearby structures.
7. The OCLOP must be notified a minimum of 48 hours prior to initiating field activities.
8. Field activities must be completed by October 23, 2019.
9. A report summarizing the field activities and results must be submitted to this Agency within 45 days after completion of field activities or by December 9, 2019, whichever comes first.
10. All required electronic data and reports must be electronically submitted to Geotracker, as required by the California Code of Regulations, Title 23, Division 3, Chapter 30

If you have any questions, please call me at (714) 433-6255

Sincerely,



Dan Weerasakerá
Hazardous Materials Specialist
Hazardous Materials Mitigation Section
Environmental Health

cc: Ken Williams, Santa Ana Regional Water Quality Control Board (electronic copy)
Raja Sethuraman, City of Costa Mesa (electronic copy)
Mejia Baltazar, City of Costa Mesa (electronic copy)

EXHIBIT B
CONSULTANT'S PROPOSAL

FREY ENVIRONMENTAL, INC.

Environmental Geologists, Engineers, Assessors

2817A Lafayette Avenue
Newport Beach, CA 92663
(949) 723-1645
Fax (949) 723-1854
www.freyinc.com
Email: freyinc@freyinc.com

November 11, 2020

Kelly Dalton
Associate Engineer
Kelly.dalton@costamesaca.gov

**RE: Revised Proposal
Soil Remediation and Groundwater Assessment
Fire Station #3
1865 Park Avenue
Costa Mesa, CA 92627**

Dear Kelly Dalton:

FREY Environmental, Inc. (FREY) is pleased to present our revised proposal dated November 11, 2020, to provide soil remediation and groundwater assessment for the City of Costa Mesa Fire Station #3. This proposal has been prepared and submitted in response to a request for proposal e-mailed to FREY, dated October 6, 2020, and a subsequent email dated November 10, 2020 requesting the inclusion of an additional task (quarterly status updates) to the scope of work of the project.

In addition to the work proposed herein, FREY recommends that the City of Costa Mesa apply to the State Water Resources Control Board (SWRCB) Underground Storage Tank Cleanup Fund (USTCF) program. The City of Costa Mesa is eligible for this program. FREY has extensive experience preparing USTCF claim applications and administering of the program requirements to obtain 100% reimbursement of all costs for performing site assessment and remediation activities as directed by the local oversight agency.

FREY will provide the services delineated in this proposal in a professional and competent manner. The environmental services shall be conducted and reported in a manner that complies with all applicable federal, state, and county laws, regulations, and policies.

We appreciate the opportunity to present this proposal. Should you have any questions, please do not hesitate to contact us.

Sincerely,
FREY Environmental, Inc.



Joe Frey
Principal Certified
Engineering Geologist
CEG #1500

2817A Lafayette Avenue
Newport Beach, CA 92663
(949) 723-1645
Fax (949) 723-1854
www.freyinc.com
Email: freyinc@freyinc.com

November 11, 2020

Kelly Dalton
Associate Engineer
Kelly.dalton@costamesaca.gov

**REVISED PROPOSAL
SOIL REMEDIATION AND GROUNDWATER ASSESSMENT
FIRE STATION #3
1865 PARK AVENUE
COSTA MESA, CA 92627**

FREY Environmental, Inc. (FREY) has prepared this revised proposal for soil remediation and groundwater assessment at Costa Mesa Fire Station #3, located at 1865 Park Avenue, Costa Mesa, California 92627 (Site) per your request in an email dated November 10, 2020 . This work will be conducted as directed by the City of Costa Mesa (City) and under the regulatory oversight of the Orange County Health Care Agency (OCHCA). This scope of work and associated not to exceed cost estimate are being submitted in response to a request for proposal e-mailed to FREY, dated October 6, 2020, and the recent November 10, 2020 email. The scope of work of this proposal and associated not to exceed costs are based on the contract documents provided by the City to FREY and on a review of documents for the Site available on Geotracker.

PROJECT APPROACH AND UNDERSTANDING

It is FREY's understanding that a diesel fuel release occurred at the Site on March 18, 2016, releasing brine solution from the secondary annular space and diesel fuel. It is estimated that a total of 843.8 gallons of diesel fuel was unaccounted for based on fuel level measurements.

The UST, piping, and dispenser were removed on April 13, 2016. Soil samples collected during UST removal activities contained elevated concentrations of total petroleum hydrocarbons (TPH) and various volatile organic compounds (VOCs) were encountered. TPH-d was encountered at a maximum concentration of 20,800 mg/kg. TPH-g was encountered at a maximum concentration of 6,150 mg/kg. TPH-mo was detected at a concentration of 34.4 mg/kg.

City of Brea (FREY Project #317-01)

- Year Completed: 2015
- Cost: \$848,325
- Agency/Client Name and Contact Person: City of Brea (Warren Coleman)

FREY was retained by the City of Brea to conduct soil and groundwater assessment and remediation at their maintenance services center. The site serves as a maintenance yard for the City of Brea vehicles and includes an office building, maintenance building, and fuel dispensing area. A cleanup case was opened for the site based on the results of soil samples collected during upgrade activities to the diesel fuel underground storage tank (UST) in September of 1997. FREY commenced work at the site in 1997. Groundwater monitoring wells MW1 through MW10, air sparge wells AS1 and AS3, and vapor extraction wells VE1 and VE2 were installed between 1998 and 2002. Vapor extraction, air sparge, and aquifer characteristics testing were conducted and a corrective action plan was prepared in 2003. Soil vapor extraction and air sparge remediation were conducted between 2005 and 2011, with additional remedial and groundwater monitoring wells installed between 2007 and 2011. Well abandonment was approved by the OCHCA and conducted by FREY in 2013. Case Closure was granted in October of 2015. All costs incurred by the City of Brea were reimbursed by the USTCF.

PROFESSIONAL SERVICES AGREEMENT REQUIREMENT

If rewarded this work, FREY will comply with the City Standard Agreement as presented in Exhibit C of the *Request for Proposals – Soil Remediation and Groundwater Assessment for Fire Station #3*, including Policy Number 100-5 Drug-Free Workplace. FREY can submit certificate of insurance forms as required by the City Standard Agreement upon request.

ESTIMATED NOT TO EXCEED COST

FREY has prepared an itemized estimated cost spreadsheet for the project that identifies all professional, direct, and indirect costs by task. The spreadsheet includes a breakdown of professional hours multiplied by appropriate rates to obtain costs, and includes Prevailing Wage pricing for applicable activities. The pricing used for the estimated costs is based on FREY's 2020 UST Cleanup Fund Schedule of Fees. A copy of the spreadsheet and FREY's UST Cleanup Fund Schedule of Fees is attached.

The estimated not-to-exceed cost to conduct the scope of work described herein is **\$39,000**.

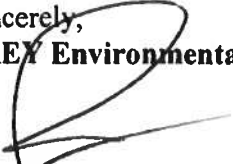
The cost presented is based on the following conditions and assumptions:

- Field work is conducted on weekdays, during normal business hours. Extra charges will apply for work done after hours, on weekends, or holidays.
- Laboratory analysis is conducted on a standard turnaround time (TAT) of five working days.
- Adequate access to boring locations to allow unobstructed movement of field personnel and operation equipment.

- Site access will be provided on work days with no delays caused by circumstances beyond FREY's control.
- Prevailing wage requirements apply to FREY personnel and subcontractor personnel working at the Site.
- Invoices will be prepared in such detail with all material and subcontractor invoices attached as required by the City of Costa Mesa. The invoices will also comply with SWRCB USTCF requirements for complete reimbursement of costs incurred.

FREY appreciates the opportunity to bid on this project. Should you have any questions regarding this document, please contact us.

Sincerely,
FREY Environmental, Inc.



Joe Frey, C.E.G.
Principal Certified
Engineering Geologist



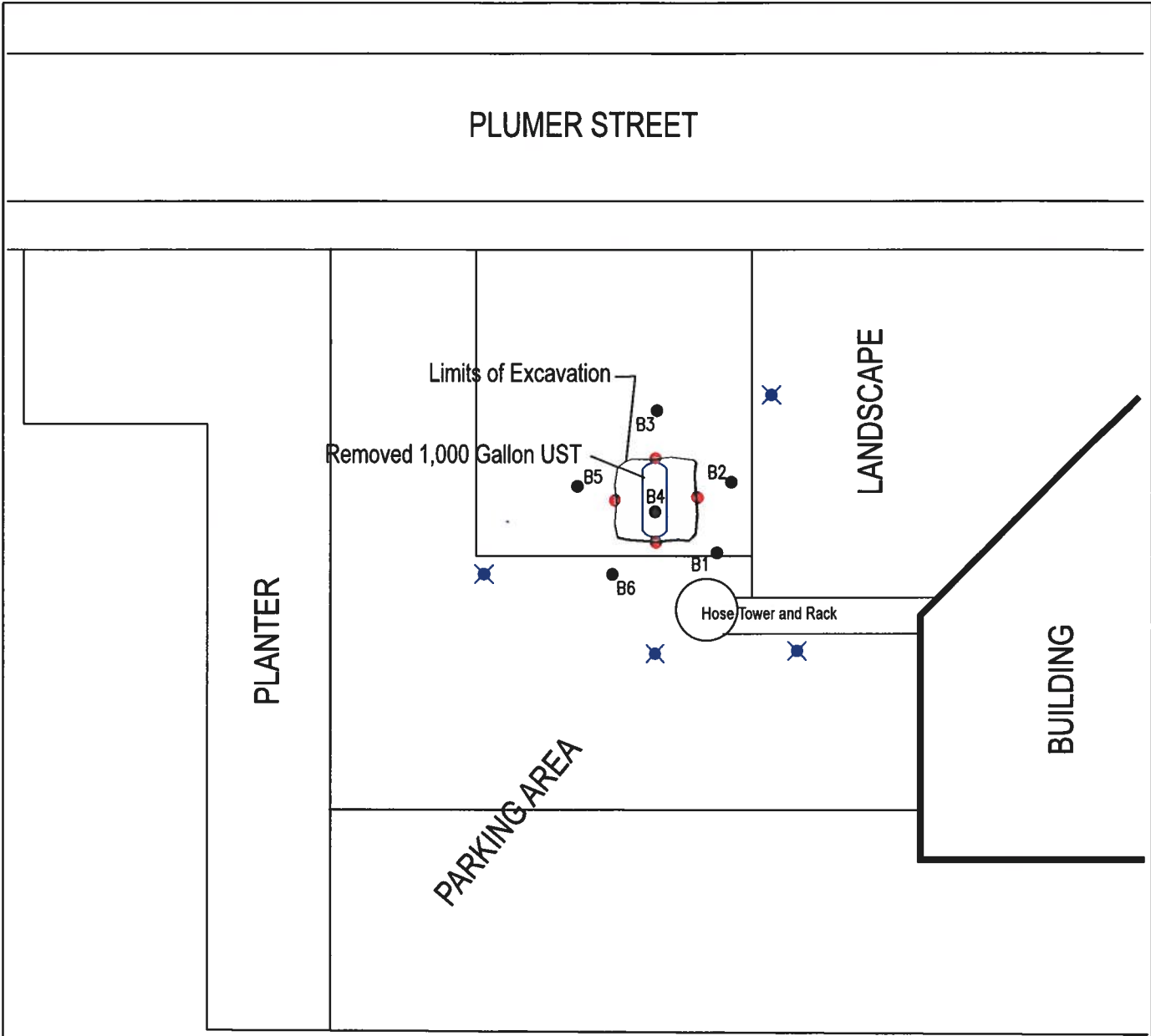
Mollie Banh
Project Engineer



Ed Rands
Senior Project Engineer
P.E. #58183

Attachments:

Proposed Well Locations Figure
Resumes
Estimated Costs Spreadsheet
2020 UST Cleanup Fund Schedule of Fees



LEGEND

- B1 ● Previous Boring Location (7/2016)
- ★ Proposed Monitoring Well Location



AdvancedGeo
Environmental



www.advgeoenv.com
(800) 511-9300

PROPOSED WELL LOCATIONS

COSTA MESA FIRE STATION NO. 3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA

DATE: DECEMBER 2019

FILE: SP

DRAWN BY: RDL

PROJECT NO. 19-4939

FIGURE 6

FREY ENVIRONMENTAL, INC.

Ed Rands, P.E. - Senior Project Engineer

Registrations

California Registered Professional Engineer - Civil #58183
QSP / QSD

Certifications

OSHA - Safety and Emergency Response Training
OSHA - Trenching & Excavation Safety Training
OSHA - DOT HM-126F and SAF-0055
Radiation Safety and Use of Nuclear Gauges

Education

B.S., Civil Engineering, University of California (UCI), Irvine, 1993

Professional Experience

Ed Rands, Senior Project Engineer, has been with FREY for over 25 years. During that time, Ed has managed numerous environmental assessment and remediation projects.

Ed Rands has managed the assessment and remediation of petroleum hydrocarbon (including MTBE and TBA) and solvent releases (including PCE and TCE) at numerous sites, including commingled plume sites and RWQCB high-priority sites. He has designed soil remediation systems, including vapor extraction systems (VES), and groundwater treatment systems, including, air and ozone sparging, hi-vacuum dual-phase extraction (HVDPE), and groundwater pump-and treat systems with air stripping and activated carbon treatment technologies. He is directly involved with the design, permitting, installation, operation and maintenance of these systems, and is experienced in optimizing and troubleshooting the systems as well. In addition, Ed works closely with regulatory agency personnel to assure that the system sampling and reporting requirements are met, and that the projects proceed toward closure in a timely manner.

In addition to remediation system design, Ed is experienced in conducting Phase I and II environmental site assessments, soil and groundwater remediation pilot studies; groundwater pump tests and hydrogeologic assessments; stormwater hydrologic analysis, compliance and treatment system design; landfill grading and liner construction; landfill compliance; and methane assessment and mitigation system design.

Ed's broad field experience includes environmental and geotechnical drilling; monitoring and remediation well installation; groundwater, soil, and vapor sampling; remediation excavation oversight; soil density and compaction testing; cone penetrometer test (CPT) investigations, underground storage tank (UST) removal; landfill cell liner construction quality assurance (CQA); field surveying; and reinforced concrete construction and destructive testing.

Recent Projects Managed by Ed Rands:

- City of Brea Maintenance Yard: A soil and groundwater assessment and remediation site due to a fuel release at a City of Brea Maintenance Yard.
- Colker: A soil and groundwater assessment and remediation project due to a UST release at a gas station located in Garden Grove.
- San Juan Ultramar: A soil and groundwater assessment and remediation site due to a fuel release at a gas station located in San Juan Capistrano.
- Arco Station: A soil and groundwater assessment and remediation project due to a UST release at a gas station located in Long Beach.
- J&M Oil #33: A soil and groundwater assessment and remediation project due to a UST release at a gas station located in Lynwood.
- Rapid #37: A soil and groundwater assessment and remediation project due to a UST release at a gas station located in Riverside.

Professional History

- FREY Environmental Inc., Newport Beach, CA, Project Engineer, 1995 to date
- Rust Environment & Infrastructure, Staff Engineer, Irvine, CA, 1994 - 1995
- UCI, Civil Engineering Dept., Research Assistant, Irvine, CA, 1992 – 1993

FREY ENVIRONMENTAL, INC.

JOSEPH W. FREY

Principal Certified Engineering Geologist

Registration

California Certified Engineering Geologist #1500

California Professional Geologist #4577

California General Engineering Contractor, "A" License #643673

Education

B.S., Earth Science, University of California, Santa Cruz, 1980

Geological/Civil Engineering, 2 years post graduate, California State University, Long Beach

Professional Experience

Mr. Frey has over 39 years of engineering geology experience. His experience is primarily in the fields of soil and groundwater assessment and remediation, hydrogeology, hazardous waste management, engineering geology, and geotechnical engineering. Currently Mr. Frey primarily manages the conduct of soil and groundwater assessments and remediation involving oil, fuel or solvent, metal, and/or pesticide impacted sites. These projects frequently include such activities conducted by FREY as historical site reviews, soil gas surveys, subsurface soil boring and sampling programs, groundwater monitoring well installation and groundwater sampling, aquifer testing, vapor extraction and air sparge testing, ozone sparge testing, groundwater modeling, contaminant fate and transport modeling of the vadose and saturated zone, health based risk assessments, soil and groundwater remediation system design, permitting, installation and construction of in-situ soil and groundwater remediation systems, and the operation and maintenance of remediation systems.

In addition to the primary focus of projects at FREY, Mr. Frey regularly manages real estate environmental assessments, the removal of underground storage tanks (UST's), the excavation and bioremediation of oil and fuel impacted soils, the operation of a trash/debris collection system at the mouth of the Los Angeles River, landfill gas extraction well installation, methane gas surveys, and mitigation plans. His strong project management skills are illustrated by his ability to complete projects on time and within pre-determined budgets. Mr. Frey is sensitive to the needs of individual clients, whether they are divesting, purchasing, or simply seeking to maintain a property. He is able to offer cost effective solutions and alternatives to each unique situation.

Mr. Frey has extensive familiarity with both California and Federal hazardous waste and related regulations governing the processes used in the investigation, handling and remediation of RCRA and Non-RCRA wastes. He also has great familiarity with Federal, State, and local regulations governing underground storage tanks. He has developed excellent working relationships with many personnel of the regulatory community.

Site Assessment and Remediation Related Experience

Mr. Frey has provided management of site assessments at over 2,000 fuel dispensing facilities, and at over 100 manufacturing facilities with releases and suspected releases of oils, fuels or solvents to subsurface soil and groundwater, primarily in the southern California area. Subsequent to the completion of site assessment activities at these facilities, the projects have either been: 1) closed using various fate and transport models applicable to the specific site conditions with no further action needed; 2) remediated using either soil excavation, bioremediation, soil vapor extraction, groundwater pump and treat, air sparging, ozone sparging, or a combination of these remediation techniques; or are currently undergoing remediation. Mr. Frey works closely with and interacts with engineers and geologist at FREY throughout many phases of activities involved in the projects from inception through closure.

Recent Projects Overseen by Joe Frey

Recent projects overseen by Joe Frey include –

- About 100 soil and groundwater assessment and remediation projects for leaking underground storage tanks at United Oil, Rapid Gas, and World Oil gas stations throughout southern California.
- Soil and groundwater assessment and remediation projects for Los Angeles County Fire Stations 105 and 111.
- As-needed environmental consulting services with the Los Angeles Department of Public Works, the Los Angeles Unified School District, and the City of Los Angeles Department of Recreation and Parks.

Professional History

FREY Environmental, Inc., Newport Beach, CA, Principal Engineering Geologist, 1989 to date
Remedial Action Corporation, Santa Ana, CA, Project Geologist, 1988 to 1989
Applied Geosciences Inc., Tustin, CA, Assistant Project Engineering Geologist, 1986 to 1988
Woodward Clyde Consultants, Santa Ana, CA, Staff Hydrogeologist, 1984 to 1986
California State University at Long Beach, Graduate Assistant, Research Assistant, 1983 to 1985
Cities Service Energy Resources Group, Houston, Texas, Exploration Geologist, 1981 to 1983

Affiliations

Association of Groundwater Scientists and Engineers
Association of Hazardous Materials Professionals
Association of Engineering Geologists
National Groundwater Association

ESTIMATED BUDGET
CITY OF COSTA MESA SOIL REMEDIATION AND GROUNDWATER ASSESSMENT
FIRE STATION #3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA

The estimated costs for the proposed scope of work presented below, are based on a time and materials basis according to FREY's UST Cleanup Fund Schedule of Fees and consideration of prevailing wage requirements for personnel working in the field.

<u>TASK</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LINE TOTAL</u>	<u>PROJECTED TASK TOTALS</u>
PHASE I - PROJECT RESEARCH				
<ul style="list-style-type: none"> o Includes review of OCHCA's Geotracker database, correspondence with the OCHCA regulator and a meeting with the City of Costa Mesa to discuss the proposed scope of work. o Assumes one in-person meeting with City of Costa Mesa personnel. 				
<u>1.1 Project Research</u>				
Personnel				
Principal (C.E.G.)	4 hr	\$182.00	(N/C)	
Senior Project (P.G. / P.E.)	10 hrs	\$152.00 /hr	\$1,520.00	
Equipment				
Truck (Pick-up)	1 day	\$85.00 /day	\$85.00	
			TOTAL TASK 1.1 -	\$1,605.00
			TOTAL TASK 1.0 (Task 1.1) =	\$1,605.00
PHASE 2 - WELL INSTALLATION AND REPORTING				
<u>2.1 Project Scheduling, Notifications, Permitting, and Site Visit to Mark Boring Locations</u>				
<ul style="list-style-type: none"> o Includes Scheduling, Well Permitting, and DigAlert Notifications o Assumes one Site visit to mark boring locations. 				
Personnel				
Principal (C.E.G.) (no charge)	1 hr	\$182.00 /hr	(N/C)	
Senior Project (P.G. / P.E.)	6 hrs	\$152.00 /hr	\$912.00	
Project Professional	8 hrs	\$131.00 /hr	\$1,048.00	
Equipment				
Truck	1 day	\$85.00 /day	\$85.00	
Permitting Fees				
OCHCA Permitting Fees	1 unit	\$843.00 /unit	\$843.00	
			TOTAL TASK 2.1 -	\$2,888.00
<u>2.2 Drilling, Well Installation, and Soil Sampling</u>				
<ul style="list-style-type: none"> o Assumes four 4-inch diameter wells will be installed to final depths of 30 feet bgs and 20 feet of screen. o Assumes two 10-hour work days with one FREY Staff Member and one FREY Field Technician 				
Mobilization of Equipment, Materials, and Subcontractors; Management				
Senior Project (P.G. / P.E.)	4 hrs	\$152.00 /hr	\$608.00	
Field Personnel				
Project Professional (PW)	20 hrs	\$151.00 /hr	\$3,020.00	
Project Professional	1 hrs	\$131.00 /hr	\$131.00	
Senior Field Technician (PW)	20 hrs	\$122.00 /hr	\$2,440.00	
Senior Field Technician	1 hrs	\$102.00 /hr	\$102.00	

**ESTIMATED BUDGET
CITY OF COSTA MESA SOIL REMEDIATION AND GROUNDWATER ASSESSMENT
FIRE STATION #3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA**

The estimated costs for the proposed scope of work presented below, are based on a time and materials basis according to FREY's UST Cleanup Fund Schedule of Fees and consideration of prevailing wage requirements for personnel working in the field.

<u>TASK</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LINE TOTAL</u>	<u>PROJECTED TASK TOTALS</u>
Equipment				
Truck/Flatbeds (3-ton)	2 days	\$100.00 /day	\$200.00	
Mini-Rae PID	2 days	\$100.00 /day	\$200.00	
Sampling Tubes	36 tubes	\$6.00 /day	\$216.00	
55-gallon DOT Drums (decon water)	4 units	\$50.00 /unit	\$200.00	
Misc. Expendables (Gloves, etc)	4 units	\$36.00 /unit	\$144.00	
Field Head Space Equipment	1 day	\$36.00 /day	N/C	
Hazardous Materials Safety Kit	1 day	\$20.00 /day	N/C	
Materials (Supplied by ESP)				
10'x4"-inch dia. PVC blank	4 units	\$39.18 /unit	\$156.72	
5'x4"-inch dia. PVC blank	4 units	\$29.95 /unit	\$119.80	
10'x4"-inch dia. PVC slotted screen	8 units	\$45.36 /unit	\$362.88	
5'x4"-inch dia. PVC 0.010 slotted screen	0 units	\$33.90 /unit	\$0.00	
Sand 2/12 (50 lb bags)	55 bags	\$9.75 /bag	\$536.25	
Portland Cement	37 bags	\$6.75 /bag	\$249.75	
Super Gel X	2 bags	\$9.75 /bag	\$19.50	
Bentonite Chips	8 bags	\$8.75 /bag	\$70.00	
Rapid Set Concrete	8 bags	\$13.25 /bag	\$106.00	
Redimix Concrete	8 bags	\$3.95 /bag	\$31.60	
Wellboxes (12"x12")	4 units	\$72.00 /unit	\$288.00	
Delivery Charge	1 unit	\$50.00 /unit	\$50.00	
<i>10% Markup on all Materials</i>				\$199.05
Drill Rig - CME 75				
o MR Drillco pricing includes drilling and also well development.				
Quote 102057 from MR Drillco (PW)	1 unit	\$9,100.00 /unit	\$9,100.00	
<i>10% Markup on all Driller</i>				\$910.00
Laboratory Analysis (Soil Samples)				
o Laboratory costs are based on a standard turnaround time (TAT) of 5 working days				
o A 15% surcharge will be applied for all laboratory costs for a TAT of 4 working days				
o A 25% surcharge will be applied for all laboratory costs for a TAT of 2 working days				
o A 50% surcharge will be applied for all laboratory costs for a TAT of 2 working days				
o A 100% surcharge will be applied for all laboratory costs for a TAT of 1 day				
8015B - C6-C44 Carbon Chain	36 samples	\$45.00 /sample	\$1,620.00	
8260B - VOCs and fuel oxygenates	36 samples	\$70.00 /sample	\$2,520.00	
6010B - Lead	36 samples	\$15.00 /sample	\$540.00	
<i>10% Markup on Laboratory</i>				\$468.00
				TOTAL TASK 2.2 - \$24,608.55
2.3 Well Survey				
RDM Surveying	1 unit	\$1,500.00 /unit	\$1,500.00	
<i>10% Markup</i>				\$150.00
				TOTAL TASK 2.3 - \$1,650.00

ESTIMATED BUDGET
CITY OF COSTA MESA SOIL REMEDIATION AND GROUNDWATER ASSESSMENT
FIRE STATION #3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA

The estimated costs for the proposed scope of work presented below, are based on a time and materials basis according to FREY's UST Cleanup Fund Schedule of Fees and consideration of prevailing wage requirements for personnel working in the field.

<u>TASK</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LINE TOTAL</u>	<u>PROJECTED TASK TOTALS</u>
<u>2.4 Well Development</u>				
o Well development will be conducted with a drill rig, no sooner than 3 days after installation				
o Assumes on FREY field technician to be on Site with drillers well development team				
Personnel				
Senior Project Engineer, PE	1 hrs	\$152.00 /hr	\$152.00	
Field Personnel				
Senior Field Technician (PW)	6 hrs	\$122.00 /hr	\$732.00	
Senior Field Technician	0.5 hrs	\$102.00 /hr	\$51.00	
Equipment				
Truck	1 day	\$95.00 /day	\$95.00	
Water/Product Meter	1 day	\$58.00 /day	\$58.00	
Stainless Steel Bailer	1 day	\$29.00 /day	\$29.00	
pH/Conductivity Meter	1 day	\$58.00 /day	\$58.00	
Expendable Supplies	1 unit	\$36.00 /unit	\$36.00	
55-gallon DOT Drums (decon water)	4 units	\$50.00 /unit	\$200.00	
			TOTAL TASK 2.4 -	\$1,411.00
<u>2.5 Groundwater Sampling</u>				
o No earlier than 24 hours after groundwater monitoring well development				
Personnel				
Senior Project Engineer, PE	1 hrs	\$152.00 /hr	\$152.00	
Field Personnel				
Senior Field Technician (PW)	6 hrs	\$122.00 /hr	\$732.00	
Senior Field Technician	1 hrs	\$102.00 /hr	\$102.00	
Equipment				
Truck	1 day	\$95.00 /day	\$95.00	
Water/Product Meter	1 day	\$58.00 /day	\$58.00	
Stainless Steel Bailer	1 units	\$29.00 /unit	\$29.00	
4" Electric Submersible Pump w/Generator	1 day	\$150.00 /day	\$150.00	
pH/Conductivity Meter	1 day	\$58.00 /day	\$58.00	
Hazardous Materials Safety Kit	1 unit	\$20.00 /unit	N/C	
Expendable Supplies	1 unit	\$36.00 /unit	\$36.00	
55-gallon DOT Drums (decon water)	2 units	\$50.00 /unit	\$100.00	
Laboratory Analysis (Groundwater Samples)				
o Laboratory costs are based on a standard turnaround time (TAT) of 5 working days				
o A 15% surcharge will be applied for all laboratory costs for a TAT of 4 working days				
o A 25% surcharge will be applied for all laboratory costs for a TAT of 2 working days				
o A 50% surcharge will be applied for all laboratory costs for a TAT of 2 working days				
o A 100% surcharge will be applied for all laboratory costs for a TAT of 1 day				
C6-C44 Carbon Chain (EPA 8015M)	4 samples	\$45.00 /sample	\$180.00	
VOCs (EPA Method No. 8260B)	4 samples	\$70.00 /sample	\$280.00	
Lead	4 samples	\$15.00 /sample	\$60.00	
10% Markup on Laboratory			\$52.00	
			TOTAL TASK 2.5 -	\$2,084.00

**ESTIMATED BUDGET
CITY OF COSTA MESA SOIL REMEDIATION AND GROUNDWATER ASSESSMENT
FIRE STATION #3
1865 PARK AVENUE
COSTA MESA, CALIFORNIA**

The estimated costs for the proposed scope of work presented below, are based on a time and materials basis according to FREY's UST Cleanup Fund Schedule of Fees and consideration of prevailing wage requirements for personnel working in the field.

<u>TASK</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>LINE TOTAL</u>	<u>PROJECTED TASK TOTALS</u>
<u>2.6 Soil and Decon Water/Groundwater Disposal</u>				
Profiling	1 unit	\$115.00 /unit	\$115.00	
Soil Bin Rental/Transport	1 unit	\$1,200.00 /unit	\$1,200.00	
Soil Disposal	8 tons	\$35.00 /ton	\$280.00	
Water Transport/Disposal	10 drums	\$40.00 /drum	\$400.00	
			TOTAL TASK 2.6 -	\$1,995.00
<u>2.7 Reporting</u>				
o Preparation and submittal of a report documenting and presenting results of groundwater monitoring well installation and soil and groundwater assessment				
Personnel				
Principal Geologist (CEG)	1 hr	\$182.00 /hr	\$182.00	
Senior Project Engineer, PE	4 hrs	\$152.00 /hr	\$608.00	
Project Professional	12 hrs	\$131.00 /hr	\$1,572.00	
Technical Illustrator	6 hrs	\$80.00 /hr	\$480.00	
			TOTAL TASK 2.7 -	\$2,842.00
			TOTAL TASK 2.0 (Tasks 2.1-2.7) =	\$37,478.55
<u>PHASE 3 - QUARTERLY STATUS UPDATE REPORTS (FOUR QUARTERLY REPORTS)</u>				
o Status update reports required by OCHCA to provide update of status of project.				
o Status update reports do not include any additional field work. Additional field work (e.g. - quarterly groundwater monitoring and sampling, well installations, etc.) would be conducted under separate City of Costa Mesa approvals/purchase orders as applicable.				
<u>1.1 Project Research</u>				
Personnel				
Principal (C.E.G.)	0.5 hr	\$182.00	(N/C)	
Senior Project (P.G. / P.E.)	4 hrs	\$152.00 /hr	(N/C)	
		Cost for One Status Report =	\$0.00	
			TOTAL TASK 1.1 -	\$0.00
			TOTAL TASK 1.0 (Task 1.1) =	\$0.00
PROJECTED TOTAL FOR ENTIRE PROJECT				\$39,084

Notes:

- 1) Costs assume that no obstructions or difficult excavation conditions exist.

**2020 UST CLEANUP FUND SCHEDULE OF FEES
FREY ENVIRONMENTAL, Inc.**

PERSONNEL. Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates valid through December 31, 2019 are as follows:

<u>PERSONNEL CHARGES</u>	<u>RATE PER HOUR</u>
<u>Professional*</u>	
Principal (C.E.G.)	\$182/hour
Senior Engineer/Geologist (P.E. P.G.)	\$152/hour
Project Manager	\$152/hour
Project/Associate Engineer/Geologist	\$131/hour
Paralegal	\$125/hour
Staff Engineer/Geologist	\$109/hour
<u>Technical</u>	
Construction Superintendent	\$110/hour
Senior Remedial Technician	\$102/hour
Senior Technician	\$102/hour
Technician	\$87/hour
<u>Computer Drafting</u>	
Technical/Design (CADD) Illustrator	\$80/hour
<u>Non Technical</u>	
RR Analyst	\$70/hour
Clerical	\$65/hour

* Includes geologists, geophysicists, hydrogeologists, hydrologists, civil engineers, chemical engineers, mechanical engineers, environmental engineers, and other scientists.

Overtime for hourly or non-professional support staff will be billed at 1.25 times the listed hourly rates up to 12 hours and 1.5 times thereafter.

There is a site visit 4 hour minimum for professional or technical staff conducting assessment, remediation, or other activities at a site.

For court appearances, presentations to regulatory boards, or other special requests for testimony, fees are charged on a half or full day basis; rates are available on request.

SUBSISTENCE AND TRAVEL Expenses incurred by project personnel will be charged at cost with no markup.

OUTSIDE SERVICES All subcontracts, outside services, expendable supplies, and equipment rentals on behalf of the project will be charged at cost plus ten (10) percent.

UTILITIES Utility charges for electrical usage, natural gas usage and/ or propane usage will be charged at cost with no markup.

INVOICES Invoices will normally be issued monthly, or at the completion of task or of the project. All invoices are due and payable upon delivery, unless otherwise agreed in writing by FREY Environmental. Interest, at the rate of 1-1/2% per month, not to exceed the maximum rate allowed by law, will be payable on any amounts not paid within 30 days.

(Continued on next page)

**2020 UST CLEANUP FUND SCHEDULE OF FEES (CONT'D)
FREY ENVIRONMENTAL, Inc.**

<u>EQUIPMENT</u>	<u>RATE</u>
<u>General Use Equipment</u>	
Trucks/Flatbeds (3-ton) miles/day)	\$100/day; Mileage \$0.622/miles (in excess of 100
Trucks/Service (tooled 2 ton)	\$95/day
Trucks (Groundwater sampling etc.)	\$95/day
Truck (Pick up)	\$85/day
Jackhammer (Electric)	\$75/day
Jackhammer/175 cfm Compressor	\$150/day
Concrete Saw	\$109/day
Concrete Coring Machine (8")	\$109/day
Pressure Washer	\$100/day
5,000 W Generator 110/230 volt	\$75/day
2,000 W Generator 110/120 volt	\$55/day
Hazardous Materials Safety Kit	\$20/day
Expendable Supplies	\$36/person

Groundwater Sampling/Well Development Equipment

2" 115 Volt Grundfos Submersible Pump	\$75/day
4" 115 Volt Grundfos Submersible Pump	\$75/day
Pneumatic Pump/Compressor	\$75/day
Bladder (Pneumatic) Pump/ Compressor	\$85/day
Bailers (steel, teflon, PVC)	\$29/day/each
Disposal Bailer	\$12/day/each
Water Level Indicator	\$36/day
ph/Temp/Conductivity Meter	\$58/day
Turbidity Meter	\$30/day
Dissolved Oxygen Meter	\$58/day
Oil/Water Interface Probe	\$58/day

Boring/Well Construction/Soil Sampling/Monitoring Equipment

OVA FID (Foxboro, Horiba)	\$150/day
PID (Mini-Rae)	\$100/day
Combustible Gas Meter (LEL/O2)	\$73/day
Field Head Space Equipment	\$36/day
Auger, Hand	\$36/day
Core Sampler and Hammer	\$10/day
Core Tubes, 2 to 6"	
Brass or Stainless Steel	\$6/each
En Core Sampler	\$12/each
Air Pumps	\$10/day
(11' Mercury)	
Tedlar bags	\$15/each

Note: All trucks are completely tooled for the tasks for which the trucks are intended.

MATERIALS

Costs Available on Request.

(Revised 6/15/20)

EXHIBIT C

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.