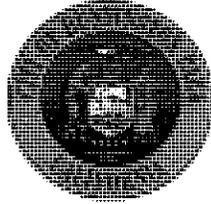


**SUCCESSOR AGENCY  
TO THE COMMUNITY DEVELOPMENT COMMISSION OF THE  
CITY OF HUNTINGTON PARK**



**Regular Meeting Agenda  
June 2, 2014**

6:00 p.m.  
City Hall Council Chambers  
6550 Miles Avenue  
Huntington Park, CA 90255

**CALL TO ORDER**

**ROLL CALL**

Chair Rosa E. Perez  
Vice Chair Karina Macias  
Board Member Mario Gomez  
Board Member Ofelia Hernandez  
Board Member Valentin Palos Amezcua

**PUBLIC APPEARANCES AND ORAL COMMUNICATIONS**

This is the time and place for the general public to address the Successor Agency on matters within their jurisdiction. Items not included previously on the agenda may only be referred to staff for administrative action or scheduled on a subsequent agenda for discussion.

**1. REGULAR AGENDA**

- 1.1 Professional Services Agreement with Geosyntec Consultants to provide environmental consulting services in connection to the cleanup of the Southland Steel property.**

**RECOMMENDATION OF ITEM UNDER CONSIDERATION**

1. Approve a Professional Services Agreement with Geosyntec Consultants to provide environmental consulting and remediation construction management services in connection to remediation of the Southland Steel property.
2. Authorize the Executive Director of the Successor Agency to execute the professional services agreement.

**ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 29<sup>th</sup> day of May, 2014.

*Rocio Martinez*

By \_\_\_\_\_  
Rocio Martinez, Acting Secretary

# CITY OF HUNTINGTON PARK

## Successor Agency Board Agenda Report

June 2, 2014

Honorable Chair and Members of the Successor Agency Board  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Members of the Successor Agency Board of the Community Development Commission of the City of Huntington Park:

### **PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES IN CONNECTION TO THE CLEANUP OF THE SOUTHLAND STEEL PROPERTY**

#### **IT IS RECOMMENDED THAT THE SUCCESSOR AGENCY BOARD:**

1. Approve a Professional Services Agreement with Geosyntec Consultants to provide environmental consulting and remediation construction management services in connection to remediation of the Southland Steel property
2. Authorize the Executive Director of the Successor Agency to execute the professional services agreement

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City is working with the Department of Toxic Substances Control (DTSC) to remediate the Southland Steel property. As part of this process the City's environmental consultant, Eco & Associates, is completing a revised Remedial Action Workplan (RAW), which will outline a cleanup plan for the soil, soil vapor and ground water. The following summarizes the proposed plan:

- **Soil:** removal of lead, arsenic, cadmium, pesticides and other metals at 9 areas to 2 to 5 feet
- **Soil vapor:** of the 9 areas, 3 areas will require additional soil removal with high concentrations of VOCs at 5 to 10 feet
- **Ground water:** installation of 4 additional groundwater wells and monitoring or treatment

**PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES IN CONNECTION TO THE CLEANUP OF THE SOUTHLAND STEEL PROPERTY**

June 2, 2014

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In order to proceed with the next phase of the remediation process, the City will need to retain an environmental engineering firm to assist in the implementation of the RAW. Specifically, the required services will comprise of the following:

1. Review the final RAW
2. Provide construction management for remediation
3. Provide cost estimates
4. Preparation of a remedial action completion report

**FISCAL IMPACT/FINANCING**

The contract is for a not-to-exceed amount of \$76,581, which be paid from the \$200,000 in grant monies from the Environmental Protection Agency (EPA) and proceeds from the sale of the property. It is important to note that the EPA grant must be spent by October 1, 2014.

**CONTRACTING PROCESS**

Staff obtained a list of environmental consulting firms from DTSC that have experience in remediating brownfield projects. Consequently, on April 22, 2014, the City solicited bids from the following firms:

1. Environ
2. Geosyntec
3. Rincon Consultants
4. The Source Group

Of the four firms solicited, three responded to the request for bids: Geosyntec, Rincon Consultants, and The Source Group. Rincon Consultants indicated that they did not provide construction management services. Subsequently, staff interviewed Geosyntec and the Source Group on May 1, 2014.

Based on the interviews and evaluation process, staff recommends that the City retain Geosyntec. Although Geosyntec's proposal was higher compared to the other firm, Geosyntec had a better understanding of the City's needs and provided practical recommendations. Their proposed approach includes developing a grading plan to accommodate the buildings for the proposed auto dealership project, which may result in cost savings for backfill material that will be needed after the removal of the contaminated soil. While both firms have the experience and qualifications in environmental cleanup projects, Geosyntec's approach and methodology in accomplishing the goals was more direct and practical.

**PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC  
CONSULTANTS TO PROVIDE ENVIRONMENTAL CONSULTING SERVICES  
IN CONNECTION TO THE CLEANUP OF THE SOUTHLAND STEEL  
PROPERTY**

June 2, 2014

Page 3 of 3

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In October of 2009, the City received a \$200,000 cleanup grant from EPA to remediate the Southland Steel site. This grant must be spent by October 1, 2014. Once the RAW is approved by DTSC, it is anticipated that cleanup will begin by the end of July 2014, which will allow enough time to spend the EPA monies by the deadline.

**CONCLUSION**

Upon approval by Successor Agency and Oversight Board, the Executive Director will sign the agreement and authorize the consultant to begin work.

Respectfully submitted,



RENÉ BOBADILLA  
Executive Director



JULIO MORALES  
Finance Officer

**ATTACHMENTS**

A. Professional Services Agreement

# ATTACHMENT "A"

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into as of **June 2, 2014** by and between the SUCCESSOR AGENCY OF THE CITY OF HUNTINGTON PARK, a municipal organization organized under the laws of the State of California ("Agency"), and Geosyntec Consultants ("Consultant").

NOW THEREFORE, the parties hereto agree as follows:

### SECTION ONE: SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services related to the environmental clean-up of the Southland Steel Site, as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "services" or "work"). Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

1.2 Changes and Additions to Scope of Services. Agency shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by Agency to Consultant, Consultant accepts the changes, thus incorporating therein any adjustment in (i) the Schedule of Compensation, and/or (ii) the Schedule of Performance, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates, and that Consultant shall not be entitled to additional compensation therefor.

1.3 Familiarity with Work. By executing this Agreement, Consultant warrants that (a) it has thoroughly investigated and considered the work to be performed, (b) it has investigated the nature and factual context of the work and fully acquainted itself with the conditions pertaining to it, (c) it has carefully considered how the work should be performed, and (d) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by Agency, and such latent or unknown condition affects Consultant's ability to perform the Work for the Contract Sum (as defined in Section 2.1 below) Consultant shall immediately inform Agency of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (as defined in Section 4.2 hereof).

1.4 Standard of Performance. Consultant agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

1.5 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant herein without the prior express written approval of the Agency. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the Agency. Any such prohibited assignment or transfer shall be void.

**SECTION TWO: COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "A", except as provided in Section 1.2. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion; payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, or such other methods as may be specified in the Schedule of Compensation. Compensation includes reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses as specified in the Schedule of Compensation.

2.2 Method of Payment. Unless otherwise provided in the Schedule of Compensation, Consultant shall submit to Agency no later than the tenth (10th) working day of each month, in the form approved by Agency, an invoice for services rendered prior to the date of the invoice. Such invoice shall (1) describe in detail the services provided, including time and materials, and (2) specify each staff member who has provided services and the number of hours assigned to each such staff member. Such invoice shall contain a certification by a principal member of Consultant specifying that the payment requested is for work performed in accordance with the terms of this Agreement. Agency will pay Consultant for all expenses stated thereon which are approved by Agency pursuant to this Agreement no later than thirty (30) days after invoices are received by the Agency.

**SECTION THREE: PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed diligently and within the time period required by Federal guidelines and mandates.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than Agency, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the forced delay when and if in his or her judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term. The term of this agreement shall commence on June 2, 2014 and terminate on June 2, 2015 (initial term). This agreement may be extended upon mutual agreement by both parties (extended term). Unless earlier terminated in accordance with Sections 8.10 or 8.11 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.

**SECTION FOUR: COORDINATION OF WORK**

4.1 Representative of Consultant. **Ken Fredianelli, Manager of Construction Services** is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by the Agency.

4.2 Contract Officer. The Contract Officer shall be **René Bobadilla, Agency Manager** or such other person as may be designated by the Agency Manager of Agency. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions, which must be made by Agency to the Contract Officer. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Officer.

**SECTION FIVE: INSURANCE AND INDEMNIFICATION**

5.1 Consultant shall not undertake the services contemplated hereunder until Consultant has obtained all of the insurance required herein from a company or companies acceptable to Agency, and Consultant shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Agency.

5.2 Consultant shall take out and maintain the following insurance:

5.2.1. Workers' Compensation and Employer's Liability Insurance: Consultant shall cover or insure as required by applicable laws relating to workers' compensation insurance all of its employees performing the services contemplated hereunder, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Agency of Huntington Park, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any

reason by the insurer until thirty (30) days after receipt by the Agency of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

5.2.2. Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of Two Million Dollars (\$2,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer’s equivalent endorsement provided to Agency), or the general aggregate limit shall be twice the required occurrence limit.

5.2.3. Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

5.2.4. Professional Liability: Consultant shall provide coverage appropriate to the Consultant’s profession covering Consultant’s wrongful acts, negligent actions, errors or omissions. The limits shall be no less than \$1,000,000 per claim and annual aggregate. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of one year after the completion of the contract work.

5.3 Endorsements: The policies of liability insurance provided for in Paragraphs 5.2.2 through 5.2.4 shall specify that this specific Agreement is insured and that coverage for injury to participants resulting from Consultant’s activities is not excluded, and shall be in a form satisfactory to Agency and contain the following separate endorsements:

(a) “The Agency of Huntington Park, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Agency of Huntington Park. The coverage shall contain no special limitations on the scope of protection afforded to the Agency of Huntington Park, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Agency of Huntington Park of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Agency of Huntington Park shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency of Huntington Park, its officers, directors, employees, representatives, or volunteers.”

(e) “This 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.”

5.4 Evidence of Coverage: Consultant shall at the time of the execution of the Agreement present to Agency the original policies of insurance required by this Section 5 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Consultant’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with Agency. 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.

5.5 Review of Coverage: Agency shall have the right at any time to review the coverage, form, and limits of insurance required under this Agreement. If, in the sole and absolute discretion of Agency, the insurance provisions in this Agreement do not provide adequate protection for Agency, Agency shall have the right to require Consultant to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Consultant shall promptly comply with any such requirement. Agency’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of Agency to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

5.6 Deductibles: Any and all deductibles must be declared and approved by Agency prior to execution of this Agreement.

5.7 Agreement Contingent Upon Coverage: Notwithstanding any other provision of this Agreement, this Agreement shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with Agency.

5.8 Workers' Compensation Insurance. By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement. To the extent required by law, Consultants and subconsultants will keep Workers' Compensation Insurance for their employees in effect during all work covered by this Agreement. In the event Consultant has no employees requiring Consultant to provide Workers' Compensation Insurance, Consultant shall so certify to the Agency in writing prior to the Agency's execution of this Agreement. The Agency shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this section or with the provisions of law relating to Worker's Compensation.

5.9 Indemnification. Consultant shall indemnify, defend, and hold Agency and Agency Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "Claims" or "Liabilities") that may be asserted or claimed by any person or entity arising out of the negligence, recklessness, or willful misconduct of Consultant, its employees, agents, representatives or subconsultants in the performance of any tasks or services for or on behalf of Agency, whether or not there is concurrent active or passive negligence on the part of Agency and/or Agency Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of Agency or Agency Personnel. In connection therewith:

5.9.1. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

5.9.2. Consultant shall promptly pay any judgment rendered against Agency or any Agency Personnel for any such claims or liabilities.

5.9.3. In the event Agency and/or any Agency Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, Consultant shall pay to Agency any and all costs and expenses incurred by Agency or Agency Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

5.10 Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, Claims or Liabilities shall be limited to the amount of Consultant's insurance.

## **SECTION SIX: RECORDS AND REPORTS.**

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning Consultant's performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the cost and the performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

6.3 Ownership of Documents. Originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by Consultant, its employees, subconsultants and agents in the performance of this Agreement, shall be the property of Agency and shall be delivered to Agency upon termination of this Agreement or upon the earlier request of the Contract Officer, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Agency of its full rights of ownership of the documents and materials hereunder. Consultant shall cause all subconsultants to assign to Agency any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Agency for all damages suffered thereby.

6.4 In the event Agency or any person, firm or corporation authorized by Agency reuses said documents and materials without written verification or adaptation by Consultant for the specific purpose intended and causes to be made or makes any changes or alterations in said documents and materials, Agency hereby releases, discharges, and exonerates Consultant from liability resulting from said change. The provisions of this clause shall survive the completion of this Contract and shall thereafter remain in full force and effect.

## **SECTION SEVEN: RELEASE OF INFORMATION/CONFLICTS OF INTEREST.**

7.1 All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or sub-Consultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

7.2 Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or sub-Consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

**SECTION EIGHT: LEGAL RELATIONS AND RESPONSIBILITIES.**

8.1 Compliance With Law. Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and Agency ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Consultant.

8.2 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement.

8.3 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

8.4 Independent Contractor. Consultant shall perform all services required herein as an independent contractor of Agency and shall remain at all times as to Agency a wholly independent contractor. Agency shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Consultant. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Agency. Neither Consultant nor any of Consultant's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from Agency; and neither Consultant nor any of its employees shall be paid by Agency time and one-half for working in excess of forty (40) hours in any one week. Agency is under no obligation to withhold State and Federal tax deductions from Consultant's compensation. Neither Consultant nor any of Consultant's employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

8.5 Non-liability of Agency Officers and Employees. No officer or employee of the Agency shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Agency or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.6 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.7 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer; provided that if the default is an immediate danger to the health, safety and general welfare, Agency may take such immediate action as Agency deems warranted. Compliance with the provisions of this section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit Agency's right to terminate this Agreement without cause pursuant to Section 8.11.

8.8 Waiver. No delay or omission in the exercise of any right or remedy of a non defaulting party on any default shall impair such right or remedy or be construed as a waiver. Agency's consent or approval of any act by Consultant requiring Agency's consent or approval shall not be deemed to waive or render unnecessary Agency's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.10 Termination Prior To Expiration Of Term. This section shall govern any termination of this Agreement, except as specifically provided in the following Section 8.12 for termination for cause. Agency reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 8.8.

8.11 Termination for Default of Consultant. If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, Agency may, after compliance with the provisions of Section 8.7, take over work and prosecute the same to completion by contract or otherwise

8.12 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.13 Conflict of Interest. No officer or employee of the Agency shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

8.14 Safety. The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Consultant shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

**SECTION NINE: MISCELLANEOUS**

9.1 Notices. Any notice, demand, request, consent, approval, communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

To Agency:                   SUCCESSOR AGENCY OF THE CITY OF HUNTINGTON  
  PARK  
  Attention: René Bobadilla, Executive Director  
  6550 Miles Avenue  
  Huntington Park, CA 90255

To Consultant:               Geosyntec Consultants  
  Richard Kraft, Principal  
  2100 Main Street, Suite 150  
  Huntington Beach, CA 92648

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

9.3 Integration; Amendment. This Agreement contains the entire understanding of the parties herein and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. No amendment, change or modification of this Agreement

shall be valid unless in writing, stating that it amends, changes or modifies this Agreement, and signed by all the parties hereto.

9.4 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.6 Statutory References. All references in this Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Los Angeles shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**AGENCY:**

**CONSULTANT:**

**AGENCY OF HUNTINGTON PARK**

**GEOSYNTEC CONSULTANTS**

By: \_\_\_\_\_  
René Bobadilla Executive Director,  
Successor Agency of the City of Huntington  
Park

By: \_\_\_\_\_  
Name: Richard Kraft  
Title: Principal

**ATTEST:**

By: \_\_\_\_\_  
Rocio Martinez, Senior Deputy Agency Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Attorney, Successor Agency of the City of  
Huntington Park

**EXHIBIT A**

**SCOPE OF SERVICES**

**PROPOSAL**

**ENVIRONMENTAL CONSULTING, REMEDIATION CONSTRUCTION  
MANAGEMENT AND REPORTING  
FORMER SOUTHLAND STEEL FACILITY  
CITY OF HUNTINGTON PARK, CALIFORNIA**

**(22 May 2014)**

**1. INTRODUCTION**

As requested, Geosyntec Consultants (Geosyntec) is pleased to submit a revised proposal to the City of Huntington Park (herein after referred to as the City or City) for Environmental Consulting, Remediation Construction Management, and Reporting services for the former Southland Steel Facility (Site) project. This proposal, dated 22 May 2014, has been revised to reflect a telephone discussion between Ms. Fernanda Palacios, City of Huntington Park and Mr. Ken Fredianelli, Geosyntec on 21 May 2014. This proposal supersedes Geosyntec's previous proposal dated 7 May 2014. The proposed scope, budget, and schedule for the work are presented below in Sections 2, 3, and 4, respectively.

**2. SCOPE OF WORK**

**2.1 General**

It is our understanding the City intends to sell the four parcels of properties collectively referred to as the Former Southland Steel Facility located on Alameda Street. To facilitate the sale of these properties, the City has voluntarily moved forward with the investigation and characterization of the Site, and development and submittal of a Removal Action Workplan (RAW) under the 2006 California Land Reuse and Revitalization Act (CLRRA) agreement between the Successor Agency to the Community Development Commission of the City of Huntington Park ("Commission")

and State of California Department of Toxics Substances Control (DTSC). The RAW was submitted to the DTSC in May 2012 and approved. The RAW was not implemented at that time due to funding constraints. The City is now prepared to revisit the RAW, revise the RAW as determined to be required by the City, obtain DTSC approval, execute the remedy for the Site, and obtain a no further action determination and release of environmental responsibility from DTSC.

Geosyntec has broken the work down into four tasks as follows:

**Task 1: Review Final Draft RAW Report.** Review and comment on the existing Final Draft of the RAW prepared by Eco & Associates, dated March 14, 2014. Geosyntec will review the Final Draft of the RAW for completeness in accordance with DTSC guidelines.

**Task 2: Estimating.** Develop a cost estimate of the soil remediation activities per the actions described in the RAW and potential additional items identified during the review of the existing Final Draft of the RAW.

**Task 3: Remediation Construction Management and CQA.** Provide construction management (CM) and construction quality assurance (CQA) of the construction of the remedy.

**Task 4: Remedial Action Completion Report.** Draft a Removal Action Completion Report (RACR) for submittal to the DTSC after completion of the remedy.

Each of these tasks is described below.

## 2.2 Task 1: Review Final Draft RAW Report

Upon execution of a contract and receipt of a notice-to-proceed, Geosyntec will commence review of the Final Draft of the RAW dated March 2014. The purpose of the review will be to assess the completeness of the RAW in addressing applicable DTSC requirements and guidelines. As requested at this time by the City, Geosyntec will not be required to review prior reports, assess the adequacy of the data, or render opinions regarding the conclusions and/or recommendations presented in the RAW.

The deliverable for this task will be a memorandum to the City containing a brief description of the document reviewed, identification items considered required by the DTSC, and a conclusion regarding the adequacy of the document to address the DTSC requirements.

The following assumptions are made by Geosyntec and are applicable to Task 1:

- a. Assume 2 days duration for review of the RAW and drafting of the memorandum, followed by a teleconference with the City to discuss the adequacy of the document and potential missing items (if any). Allow 2 days for the teleconference and finalization of the memorandum for a total of 4 business days.
- b. Assume one conference call to discuss Geosyntec's review findings and agree upon contents of the memorandum with the City.
- c. Assume one round of review and comment of the deliverable(s) by the City.

### 2.3 **Task 2: Estimating**

Geosyntec will develop a cost estimate for performing the soil remediation as described in the existing Final Draft RAW. Geosyntec will independently develop the cost estimate to provide the City with an updated estimate to compare to the current estimate. The estimate will include the following work breakdown structure:

#### Pre-mobilization

- a. Contractor bid document preparation, bid process, contractor selection, and contract negotiation.

- b. Disposal facility contract documents and contract with the City.
- c. Permit applications and required plans (soil management, dust control, health and safety, and air monitoring).
- d. Grading/soil balance engineering.
- e. Mobilization
- f. Security
- g. Excavation
- h. Air monitoring for air borne contaminants (metals and chemicals)
- i. Sampling and Analysis
- j. Backfill and grading
- k. Demobilization
- l. Remedial Action Completion Report (RACR) preparation

Prior to commencing the estimating work, Geosyntec will conduct a meeting with the City to review and agree on the scope of work to be estimated, identify City preferences and existing agreements that may be applicable for such services as a landfill for disposal of waste and laboratory services. Geosyntec also assumes a meeting will be conducted to review and discuss Geosyntec's cost estimate. A total of two meetings are anticipated. Geosyntec will revise the cost estimate as necessary after the review meeting and resubmit the estimate to the City. Any further changes will potentially impact the scope of work and accordingly, Geosyntec's costs.

It is anticipated the soil cost estimate will take 5 business days to develop (one week). One day to review with the City and 2 days to revise and resubmit to the City for a total of 9 business days (2 weeks).

#### **2.4 Task 3: Remediation Construction Management and CQA**

Mobilization for the soil remedy will commence following approval of the RAW by the DTSC, contractor selection and execution of a contract between the City and the Contractor, and the City and the disposal landfill (assuming the City desires to contract



2100 Main Street, Suite 150  
Huntington Beach, California 92648  
PH 714.969.0800  
FAX 714.969.0820  
[www.geosyntec.com](http://www.geosyntec.com)

directly for the disposal given the long term liability associated with landfilling waste), and authorization from the City. Geosyntec anticipates identifying landfills capable of accepting the waste from the Site so the City may select their desired landfill.

In addition to the preparation of bid documents, participation in the bid process by attending the mandatory pre-bid job walk and responding to the bidder's questions, and contractor selection. Additional pre-mobilization work will include obtaining permits and the development of work plans required to be submitted with the permit applications. Based upon Geosyntec's preliminary review of the RAW in the preparation of this proposal and our experience, we think additional permits may be required that are not fully discussed in the RAW. Those permits typically require site specific plans or procedures be included in the permit application. Examples of the permits and plans that may be required include: SCAQMD Rule 403, Fugitive Dust, Rule 1166 VOC Emissions, soil management, dust control, and air monitoring plans may be required. During the review of the RAW in Task 1 and discussions with the City, additional permits and plans that may be required will be identified. The potential additional permits and plans are not included in our cost estimate.

A grading plan may also be developed to show the final contours of the remediated site after backfilling. Geosyntec proposes the City meet with the potential buyer of the property to understand their grading and building plans before Geosyntec develops a backfill and grading plan. Understanding the buyer's intentions may allow for less backfill material import, placement, compaction, and grading for a cost reduction.

Geosyntec does not anticipate mobilizing a field office for this work. However, we recommend that a requirement for a desk and working area inside the field office of the contractor be made part of the contractor's scope of work. Geosyntec plans to assign a full time senior construction manager for the duration of the onsite work by the remediation contractor. The senior CM will be assisted by a staff or senior staff level engineer on a part time, as needed basis. The primary function of the assistant will be to collect soil samples, prepare the samples and documentation for shipment to the laboratory for analysis, assist the Senior CM in maintaining construction generated

documents, and perform compaction testing of placed backfill. Geosyntec has allowed for a 5-day laboratory turnaround for analytical results. Geosyntec assumes the City will contract directly with the laboratory for analytical services. Geosyntec will collect, prepare, document, ship the samples to the laboratory, review analytical results for compliance with remediation goals, and retain the documentation for submittal to the DTSC in the Remedial Action Completion Report (RACR), Task 4.

Geosyntec anticipates the duration of the onsite soil remediation activities to be 3 weeks. Site working hours are assumed to be 7 am to 3:30 pm, Monday thru Friday. The timing of the remediation work should be outside of the rainy season to minimize the potential impacts due to weather. The 3-week soil remediation duration may vary depending upon a number of variables, such as contractor performance and encountering unexpected buried features. If the work is anticipated to exceed 3 weeks, Geosyntec will provide written notification to the City in advance. In such a case, or if other conditions are determined to be different than anticipated, a budget adjustment may be required.

## **2.5 Task 4: Remedial Action Completion Report (RACR)**

Under this task Geosyntec will prepare a RACR. The current RAW stipulates a hand written field log book be used to collect and document required information during the implementation of the remedy. Based upon Geosyntec's experience, it is reasonable to assume the DTSC will require a RACR. Therefore, Geosyntec has included the cost for a RACR in our estimate. The remedial activities within the Site will be documented in a RACR as defined in the RAW approved by the DTSC. The Draft RACR will be submitted to City for one round of review and comments. Following integration of City comments the Draft RACR will be submitted to DTSC review and approval. One round of DTSC review and comment cycle followed by revision of the RACR and final submittal is accounted for in our proposed cost. It is anticipated the development of the RACR, City review, subsequent revision, and submittal to the DTSC will take approximately 4 weeks.

The RACR will include a summary of the remedial action activities, laboratory reports, air monitoring results, figures, and tables. Soil and decontamination water disposal manifests will be included, as well as documentation regarding the backfill material.

### 3. COST ESTIMATE

Geosyntec proposes to provide the services to perform the scope of work described in Section 2 on a time and materials (T&M), not-to-exceed basis. **Geosyntec's total not-to-exceed cost estimate for the scope presented in this proposal is \$76,581.** Table 1 presents Geosyntec's estimated budget broken down by Task. Geosyntec's applicable rates are shown in Attachment A. Geosyntec assumes the work does not come under the jurisdiction of the Davis Bacon Act, therefore prevailing wages will not apply.

**Table 1**  
**Geosyntec Estimated Cost Breakdown**

Task 1	Task 2	Task 3	Task 4
\$4,803	\$8,978	\$45,748	\$17,052

The cost estimate in Table 1 is based on the specific assumptions listed in this proposal, including an estimated fieldwork duration time of 3 weeks. Geosyntec will expend the resources required to execute the work and will invoice the City only for the actual cost and fee for the resources and services provided in accordance with the contract, as required, up to the value of the Not-to-Exceed budget. The budget will not be exceeded without approval by the City and unexpended budget at the completion of the work will not be utilized or invoiced to the City. Should the actual field conditions or the assumptions listed herein differ from those anticipated; Geosyntec will notify the City for corresponding modifications to the scope, budget and schedule of this task order.

The estimated cost is determined by the scope of work and duration. The scope of work as discussed with the City and described herein, and the following assumptions are the basis of the cost estimate:

- Geosyntec will utilize local staffing from our Huntington Beach office to perform the field work.
- Field work will be performed Monday through Friday, 8 hours onsite and 2 hours travel time for a total of 10 hours per day.
- Fixed laboratory services will be procured by the City. Soil sample results are assumed to be provided on a 5-day turnaround time.
- This proposal assumes one kick-off meeting will be required. Additional meetings and teleconferences are presented in each task description in this proposal. If additional meetings are requested by the City, Geosyntec will provide a separate budget request in advance of additional meetings.
- Prevailing Wage requirements (Davis Bacon Act) are not applicable to activities in this proposal.
- Geosyntec is not responsible for delays due to inclement weather conditions during field work, subcontractor availability, or subcontractor performance delays (such as due to equipment mechanical problems).
- This proposal assumes no step out or step down confirmation samples will be collected.

#### **4. SCHEDULE**

The estimated duration of Geosyntec's scope of work described in this proposal for this project is approximately **12 weeks** starting the commencement of Task 1 and ending



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[www.geosyntec.com](http://www.geosyntec.com)

with the submittal of the RACR to the DTSC. Geosyntec is prepared to commence work immediately upon execution of a contract and receipt of a notice-to-proceed from the City.

The actual overall duration will be dependent upon several variables some of which are outside of Geosyntec's control. Duration of document review periods and comments by The City and DTSC, DTSC approval of the RAW and the Completion Report, and performance of the contractor are examples of variables that are not entirely controllable by Geosyntec. Assumptions made by Geosyntec for this proposal are presented in Section 3, Cost Estimate, and within the task descriptions of the scope of work presented in Section 2 of this proposal.

## 5. Conclusion

Geosyntec appreciates the opportunity to submit this proposal to the City of Huntington Park. Should the City have any question regarding this proposal please contact the undersigned at (714) 969-0800.

A handwritten signature in black ink that reads "Richard P. Kraft".

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Richard Kraft, PG, CEG, CHg  
Principal

A handwritten signature in black ink that reads "Ken Fredianelli".

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Ken Fredianelli  
Manager of Construction Services