

MEETING DATE April 10, 2006

AGENDA ITEM Consideration to Award a Contract to Kleinfelder, Inc for
Soil Analysis of the Skateboard Park Project P-830

ATTACHMENTS

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CITY OF CULVER CITY

via e-mail
Daniel Garcia@culvercity.org

Mr Daniel R Garcia, PE, REA CPP
Senior Civil Engineer
Public Works Engineering Division
City of Culver City
9770 Culver Boulevard
Culver City California 90232

**Subject Proposal to Perform Limited Phase II Environmental Assessment
Proposed Culver City Skate Board Park
Culver City Park
Culver City, California**

Dear Mr Garcia

Kleinfelder Inc (Kleinfelder) is pleased to present this proposal to perform a Limited Phase II Environmental Assessment of the possible site of a proposed outdoor skate board park (subject site) within the Culver City Park, located southeast of the intersection of Jefferson Boulevard and Duquesne Avenue. The subject site includes an area paved with asphalt concrete that is presently being used as a temporary skate board park. The subject site vicinity is located in and adjacent to the Inglewood Oil Field and the purpose of this investigation is to assess potential environmental impact to the subject site.

Kleinfelder proposes to collect soil samples from direct-push soil borings placed at selected locations within the proposed area of skate board park construction and install and sample up to two soil vapor probes to assess for the presence of methane and other oilfield gases.

Kleinfelder is committed to providing quality service to our Clients commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, we will consider appropriate modifications subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling and contract terms may result in changes to the risks assumed by you, as well as adjustments to our fees.

BACKGROUND

City staff informed Kleinfelder that the proposed skate board park is to be based on a design prepared by the Site Design Group, Inc. of Tempe, Arizona. The design plans are presently being prepared, but City staff provided Kleinfelder with a copy of a plan for a similar skate board park that occupies approximately 15,000 square feet. The design plans indicate that the park will include a Trog Bowl that will have a completed depth of up to 11 feet below grade surface (bgs). You indicated Kleinfelder will be provided a copy of the plans for the proposed park once they are completed, and we will review the plans prior to selecting and marking proposed boring locations, providing that the City's schedule allows this.

Kleinfelder has previously performed a Phase I Environmental Site Assessment (ESA) of the proposed Culver City Dog Park site, which is also located in Culver City Park. Based on the Phase I ESA findings and Kleinfelder's knowledge of the site vicinity, the candidate site for the proposed skate board park is located within the Inglewood Oil Field as previously noted. It is Kleinfelder's professional opinion that historic oilfield activities may have impacted the subsurface beneath the candidate site with crude oil or other contaminants. Kleinfelder recommends performing an investigation of the subject site including the following:

- Review available aerial photographs and other historic information in Kleinfelder's file for the Culver City Dog Park project, to assess whether oilfield-related features of interest (oil wells, clarifiers, above ground storage tanks [ASTs], etc.) were previously located in the area of proposed skate board park construction.
- Advance up to four soil borings within the area of skate board park construction (using the information generated by the previous task to site the locations of the borings if appropriate) and collect and analyze soil samples to assess whether petroleum hydrocarbons and/or degreasing solvents have impacted the soil.
- Install purge and sample up to two soil vapor probes, to assess whether hazardous oilfield gases (e.g., methane, hydrogen sulfide and aromatic hydrocarbons such as benzene) are present in the subsurface.

Based on these recommendations and your request for proposal, Kleinfelder has developed the following proposed scope of services:

SCOPE OF SERVICES

Our proposed scope of services consists of the following tasks:

- Task 1 – Planning and Project Management
- Task 2 – Health and Safety Plan
- Task 3 – Utility Locating
- Task 4 – Drilling and Soil/Vapor Sampling
- Task 5 – Laboratory Analyses
- Task 6 – Reporting

These tasks are discussed in further detail below.

Task 1 – Planning and Project Management

This task involves the preparation for sampling activities, planning, scheduling, and subcontracting.

Prior to beginning field activities, Kleinfelder will review existing data and reports provided by the Client. We will coordinate and schedule the work of the subcontractors, including a geophysical utility clearance subcontractor, a drilling company with a valid State of California Drilling Contractor's License (C-57 License) and an analytical laboratory accredited by the California Environmental Protection Agency (Cal/EPA) Environmental Laboratory Accreditation Program (ELAP) for the specified analyses.

Task 2 – Health and Safety Plan

Kleinfelder will prepare a project Health and Safety Plan to address worker health and safety and contingency plans for emergencies which may arise and provide guidelines for personal protection equipment and safety procedures to be used by Kleinfelder staff and contractors during field operations. This plan will be prepared based on the general knowledge of chemical characteristics of materials reportedly present on the site. For this proposal we have assumed that Level D Protection (gloves, steel-toe rubber boots, hard hat, and eye protection) will be adequate for performing the field activities described herein. If site conditions are encountered that require modification of this plan beyond Level D Protection, the Client will be notified and the appropriate changes made.

Task 3 – Utility Locating

Underground Service Alert (USA DigAlert) at 1-800-642-2444 provides a partial location service free of charge for major utility lines. California law requires at least 48 hours (2 business days) notification of USA DigAlert prior to performing intrusive activities. Kleinfelder will perform a site visit to mark proposed boring locations and contact USA to arrange for utility marking within pertinent public rights of way and utility easements.

Since USA DigAlert does not mark underground utilities on private property and as an added safety measure, Kleinfelder commonly procures a geophysical subcontractor to locate and mark detectable features at each proposed subsurface sampling location. However, you indicated that the City preferred to forego Kleinfelder's use of a geophysical subcontractor on this project and instead provide utility clearance via the City's Public Works Department. We have therefore assumed that the City will provide this service. Kleinfelder will coordinate this task as required with the City.

Task 4 – Drilling and Sampling

Kleinfelder recommends drilling and sampling four exploratory borings to a depth of approximately 15 feet bgs using a conventional pickup truck-mounted direct-push drilling rig, within the proposed area of skate board park construction. Kleinfelder and our drilling subcontractor will perform the following sampling activities:

- Advance up to four soil borings within the proposed area of skate board park construction. Kleinfelder recommends drilling each boring to a minimum depth of approximately 15 feet bgs. Soil will be sampled in the borings at depths of approximately 2.5 and 5 feet bgs and at approximately 5-foot intervals beneath this to the minimum depth indicated above, assuming that drilling conditions permit it and that refusal is not encountered at shallower depth.
- Install up to two vapor probes at a depth of approximately 6 feet bgs, assuming that drilling conditions permit it and that refusal is not encountered at shallower depth. No sooner than 24 hours following probe installation, purge each vapor probe of air (minimum of two vapor probe tubing volumes) prior to collection of a soil vapor sample. The soil vapor samples will be collected by a chemist who will deliver the samples under chain-of-custody record to a laboratory for analysis.
- Soil and soil vapor sampling will be performed under the technical guidance of a State of California Registered Professional Geologist (PG). Relatively undisturbed soil samples will be collected using a sampler lined with a sample sleeve at the

depth intervals identified above. The collected soil samples will be screened for volatile organic compounds (VOCs) in the field with a calibrated photo-ionization detector (PID) or flame ionization detector (FID). If there is evidence of contaminants (e.g., elevated PID readings and/or chemical odor) at the total depth of a boring, Kleinfelder will contact the Client regarding whether they wish for the boring to be drilled deeper for an additional cost. Upon completion, the borings will be abandoned by backfilling with hydrated bentonite. If appropriate based on the boring location and if desired by the Client, the ground surface will be patched with the appropriate material (cement or asphalt patch) to resemble the surrounding surface.

- Drilling equipment will be decontaminated prior to use by high pressure hot water washing. Soil sampling equipment will be decontaminated prior to collecting each sample by washing in a non-phosphate detergent (e.g., Liquinox) and tap water wash, using a brush to dislodge soil, dirt, or other encrusted materials, and then double rinsing in distilled or deionized water. The vapor probe purging and sampling equipment will be provided by the soil vapor sampling subcontractor and will be brought clean to the site. Reused soil vapor sampling equipment will be properly decontaminated by the soil vapor sampling subcontractor.
- Use of the direct-push sampling method will minimize the generation of soil cuttings. For this reason, we have assumed that investigation-derived waste (IDW) will not be generated and will therefore not require disposal.

Task 5 – Analytical Laboratory Services

The soil samples obtained will be labeled, stored in an ice-chilled cooler, and transported to an approved analytical laboratory in accordance with applicable United States Environmental Protection Agency (US EPA) regulations and utilizing chain-of-custody documentation. Laboratory tests will be performed on selected soil samples from the soil borings to assist in identifying the presence of contaminants. Our fee estimate assumes that one soil sample from each of the four borings will be analyzed for total petroleum hydrocarbons with carbon chain identification (TPH-CCID) using modified US EPA Method 8015 (8015M). We have assumed that a maximum of one soil sample (total) will be analyzed for VOCs, including the fuel oxygenate methyl *tert* butyl ether (MtBE), using US EPA Method 8260B, and a maximum of one soil sample will be analyzed for California Title 22 metals using US EPA Methods 6010/7471A to assess the possible presence of these compounds.

The soil vapor samples will be delivered in a dark cool container under chain-of-custody record to a soil vapor laboratory for analysis. The soil vapor samples will be analyzed for VOCs using full scan gas chromatography/mass spectroscopy (GC/MS).

Our fee estimate assumes that the soil and soil vapor samples will be analyzed by stationary laboratories using a regular 5-day turnaround basis, unless otherwise requested. 24-, 48-, and 72-hour turnaround are also available for additional surcharges of 50%, 25%, and 10% respectively.

Task 6 – Reporting

Kleinfelder will prepare a brief letter report documenting the investigation activities. This report will contain, but may not be limited to, the following items:

- A description of the field activities associated with the investigation including drilling/sampling procedures
- A summary of the analytical results
- A site plan showing the approximate locations of the soil borings and vapor probes
- Soil boring logs
- Certified analytical laboratory reports, including chain-of-custody records
- Conclusions and if warranted, recommendations for additional investigative activities

The report will be prepared under the supervision of and signed by either a Professional Engineer (PE) or a PG licensed to practice in the State of California

ESTIMATED COST AND SCHEDULE

The fee estimate to perform Tasks 1 through 6 is summarized in Table 1. Kleinfelder will perform the planned scope of work on a time-and-materials basis for an estimated fee of **\$6,880**.

Table 1 – Cost Estimate Breakdown of Planned Scope of Work

Task	Description	Estimated Cost
1	Project Management	\$ 840
2	Health & Safety Plan	\$ 125
3	Utility Locating	\$ 620
4	Drilling and Sampling	\$ 2,900
5	Analytical Laboratory Services	\$ 420
6	Reporting	\$ 1,975
Project Total		\$ 6,880

We will schedule the field activities within 3 days following receipt of your written authorization to proceed, subject to drilling subcontractor availability. California State law requires at least 48-hour advance notification of USA DigAlert before intrusive activities may be initiated.

We anticipate having preliminary analytical results approximately 5 work days following sampling. A draft report will be delivered within 1 week after receiving the analytical results.

The project will be billed in accordance with Kleinfelder's 2006 Fee Schedule for Environmental Services, discounted 10 percent (as previously provided to the City) and a markup of 10 percent for outside services. Kleinfelder will not incur costs in excess of the total authorized estimated project cost without prior written authorization from the Client.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not

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received in accordance with terms contained in the attached standard form of agreement

ASSUMPTIONS

The proposed scope of services and estimated budget are based on the following assumptions

- Access to the site will be provided by the Client. Arrangements for site access including right-of-entry, will be the responsibility of the Client. In addition, any known information regarding the presence of hazardous materials at the site should be made available to our office prior to the start of our field investigation.
- The site is accessible to the equipment proposed. If weather, access, or site conditions restrict field operations, we may need to modify our fee estimate.
- Cost estimate assumes that no permits are required for the proposed drilling and sampling activities.
- The Client will provide all available information in its possession relating to underground utilities/structures at the site. Kleinfelder will be responsible for reviewing this information and clearing utility locations using USA DigAlert. Kleinfelder will coordinate utility clearance activities with the City of Culver City Public Works Department. Any disruption of utilities or damage to underground structures will be the responsibility of the Client. Services rendered by Kleinfelder to repair them will be billed at cost.
- Utility clearance activities will be completed in 2 hours onsite, and the drilling, soil sampling, and vapor probe installation activities will be completed in 4 hours onsite. Purging and soil vapor sampling will be completed in 1 hour onsite. It is assumed that work will be performed during normal business hours.
- Proposed soil borings will be drilled to the depths identified above if site conditions (i.e., no refusal) allow. Cost estimate assumes use of a conventional pickup truck-mounted direct push drilling rig, and that all boring locations are accessible to the drilling rig. Cost estimate includes no repairs to potential damage to grass, lawn, or asphalt (other than patching borehole surface with asphalt cold patch) from accessing the drill locations with the truck.
- Cost estimate assumes that one soil sample from each of the four borings (four samples total) will be analyzed for TPH-CCID (\$44 per sample) using US EPA Method 8015M, a maximum of one soil sample (total) will be analyzed for VOCs including the fuel oxygenate MtBE using US EPA Method 8260B (\$77 per sample), and a maximum of one soil sample will be analyzed for California Title 22 metals using US EPA Methods 6010/7471A (\$137 per sample). Cost estimate assumes that soil vapor samples from up to two vapor probes will be analyzed for VOCs using full scan GC/MS (cost included in vapor probe installation fee). Additional sampling and analysis, if required, may be provided for an additional fee.
- Disposal, storage, treatment, recycling, or other handling of IDW generated during excavation, drilling, and sampling activities will be the responsibility of the Client. Nothing contained in this proposal should be construed or interpreted as requiring Kleinfelder to assume the status of owner, operator, generator, or person who arranges for disposal, transport, storage, or treatment of IDW or hazardous materials within the meaning of any governmental statute, regulation, or order.

- Two copies of our investigation report will be delivered to the Client. Additional copies of our report may be provided for a fee of \$50 per copy.
- Client meetings and revisions to the report are not included in the budget estimate, but can be provided on a time and materials basis at the Client's request.
- The safety of our employees is of paramount concern to Kleinfelder. The Client will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field services may require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions if applicable.

AUTHORIZATION

Kleinfelder assumes that the City will authorize this project either via issuance of a new City Standard Form of Contract, or by issuance of a supplemental task order increasing the fee of Kleinfelder's existing contract for our recently completed assessment of a different candidate skate board site (City Contract No. 2006-008). Once authorized, we have assumed that the City will permit Kleinfelder to add a new task (Task 002) for the services proposed herein to our existing project (Culver City SBP Ph II Kleinfelder Project No. 66057).

If there is a need for any change in the scope of services or schedule described in the proposal or in the Agreement, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

All terms and conditions indicated in this proposal and our attached Agreements will be considered by both parties to be in effect from the effective date of the signed contract through completion of the project. The proposal will remain in effect for 60 days from the date shown on the proposal and therefore shall be null and void unless our Agreement has been signed for the services performed.

All information gathered during the study by Kleinfelder is considered confidential and will be released only upon written authorization by the Client or as required by law. California law requires informing the State if a situation is encountered that can be considered an immediate endangerment to the public's health or welfare and/or to the environment.

LIMITATIONS

The Client should be aware that penetrating the site's surface poses inherent risk. It is impossible to determine with certainty the precise location of all structures that may be buried in the ground. We will make every reasonable effort to avoid such utilities/structures during our field exploration. Kleinfelder's fee is not adequate to compensate for both the performance of the services described herein and the assumption of risk of damage to such structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client, except for damages which arise due to the sole negligence of Kleinfelder.

All information gathered by Kleinfelder is considered confidential and will be released only upon written authorization by the Client or as required by law. California law

requires informing the State if a situation is encountered that can be considered of immediate endangerment to the public's health or welfare and/or to the environment

Kleinfelder will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, expressed or implied, is part of the services offered by this proposal.

During the course of the performance of Kleinfelder's services, hazardous materials may be discovered. The client will be solely responsible for notifying all governmental agencies and the public at large of the existence, release, treatment or disposal of any hazardous materials observed at the project site either before or during performance of Kleinfelder's services. Kleinfelder will assume no responsibility or liability for any claim, loss of property value, damage or injury which results from pre-existing hazardous materials being encountered or present on the project site or from the discovery of such hazardous materials.

If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes' effect on the fee.

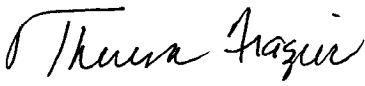
This proposal is the property of Kleinfelder. Any party other than the Client or their agents or partners who wishes to use this proposal shall notify Kleinfelder of such intended use.

CLOSING REMARKS

We thank you for the opportunity to provide Kleinfelder's professional environmental services and look forward to work on this project. Please feel free to call should you have any questions.

Sincerely,

KLEINFELDER, INC


Noel Hernandez
Staff Geologist


Herbert (Bert) A. Vogler III PG
Senior Project Manager