

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Community Development Director via City Manager

SUBJECT: **Proposed Contract for Operations Review and Compliance Auditing of Soil Processing at the Baylands**

DATE: Meeting of May 16, 2011

City Council Goals:

To provide public service that assures the safety of property and citizens residing, working or visiting in Brisbane. (Goal #9)

Purpose:

The City is proposing to engage a qualified environmental consultant (CDM) to review the operations plan for the existing soils processing operation at the Baylands and to further establish and implement a compliance audit program.

Recommendation:

The City Council authorize the City Manager to execute the attached contract with CDM to perform review and auditing services specified in the scope of work (Exhibit A of the attached contract).

Background:

Soils processing has been a permitted use on the Baylands for many years. These operations have raised a number of concerns over time. One particular issue of concern is whether or not the operational procedures in place are adequate to ensure the quality of soils that are being accepted and processed. A new operator recently took over site operations, and an application has been filed to further extend the time limit of the existing use. The proposed use permit time extension provides an opportunity for the city to achieve better oversight and operator accountability over facility operations than the current use permit provides. As a precursor to the potential time extension of the use, the property owner (Universal Paragon Corporation) has agreed to fund the City 's hiring of a consultant to evaluate the facility operations plan as it pertains to soil quality control and

safety, and to develop a compliance auditing program to monitor operations on an ongoing basis.

Discussion:

The City has worked with environmental consultant Camp Dresser McKee (CDM) to develop a scope of work, which is attached to the draft consultant agreement. CDM will evaluate the existing operations plan pertaining to soils management, specifically addressing intake procedures, onsite inspection, testing, and documentation. CDM will further develop and implement a compliance auditing program to verify that approved procedures are implemented and documented on an ongoing basis. CDM offers both the technical skills required to perform the desired tasks and has specific knowledge of the Baylands site based on past work performed for the City.

Fiscal Impact:

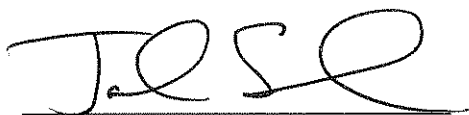
The cost to implement the proposed scope of work is \$54,149. In addition to the plan review and development of the auditing program, this includes one year of auditing services. Auditing services could be renewed on a yearly basis. The cost of the contract will be borne by UPC.

Measures of Success:

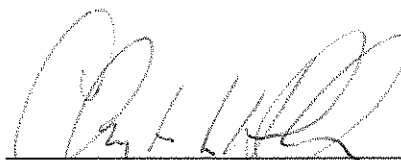
Successful implementation will benefit the community, the property owner and the operator by providing documentation that site operations are protective of public and worker safety, both now and in the future.

Attachments:

Draft Contract and Scope of Work



Department Head



City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____ is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and Camp Dresser & McKee Inc. ("Consultant").

RECITALS

A. City desires to retain Consultant to review a facilities operation plan for a soils processing facility operating at the Brisbane Baylands and to develop and implement a compliance auditing program.

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference.

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit A attached hereto and incorporated herein by reference.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be as set forth in Exhibit A.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$54,149 without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted upon completion of each Task described in Exhibit A attached hereto and incorporated herein by reference, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 45 days after submission of an invoice to the City.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. City hereby consents to a subcontracting of certain services to ACC Environmental ("ACC") as described in Exhibit A.

8. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications. Any reuse of the documents prepared by Consultant under this Agreement for other than their specific intended purpose will be at the sole risk of the user and without liability or legal exposure to the Consultant.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession practicing under similar conditions at the same time and in the same locality to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Employment Eligibility.** At the request of City, (Contractor/Consultant) shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of (Contractor/Consultant) are eligible to be employed in the United States. In the event (Contractor/Consultant) is unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate removal from the (job/project) of such workers as specified by City, and upon any failure by (Contractor/ Consultant) to do so, City shall be entitled to terminate this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the negligent performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any negligent acts or omissions of Consultant.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
 - (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (4) 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.

- (c) Notice. Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (d) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (e) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (f) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City

City of Brisbane
 Attn.: City Manager
 50 Park Lane
 Brisbane, CA 94005

To Consultant

CDM
 Attn: John P. Nyznyk, P.E.
 100 Pringle Avenue, Suite 300
 Walnut Creek, CA 94596

16. **Litigation Expenses and Attorneys' Fees.** If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

17. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant or the City commits a material default of this Agreement, Consultant shall be compensated for all services performed to the date of termination.

18. **Mutual Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers agents, servants and employee shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

19. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

20. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

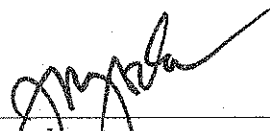
By: _____
Clayton L. Holstine
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Consultant
CDM
Jon R. Toyoda
Senior Vice President

City of Brisbane Baylands Soil Processing Facility Operations Review and Compliance Audit Program

Project Understanding and Approach

The Baylands Soil Processing Facility operates on property located within the City of Brisbane (City). Facility operations and procedures are defined in a document titled *Site Operations Plan for the Baylands Soil Processing LLC (Site Operations Plan)*, dated August 2, 2010. The City has requested assistance in ensuring that the facility operates in manner that is protective of human health and safety and the environment. This involves two separate tasks. The first is to evaluate the August 2010 Site Operations Plan to ensure that it is adequate to achieve the City's objective. The second task is to develop and implement a compliance auditing program to verify that the facility complies with the Site Operations Plan on an ongoing basis.

Camp Dresser & McKee (CDM) will be assisted on this project by ACC Environmental (ACC). CDM/ACC will work with the City in the development and implementation of an effective compliance auditing program. This project consists of the following tasks:

- Task 1 - Kick-off Meeting with City of Brisbane
- Task 2 - Operations Plan Review
- Task 3 - Develop Compliance Audit Program
- Task 4 - Implement Compliance Audit Program
- Task 5 - Project Management

Task 1 - Kick-off Meeting with City of Brisbane

Objective

- Refine understanding of objectives for each element of the project work, including Operations Plan review and the Compliance Audit Program.

Activities

This task will consist of a meeting with City staff to develop strategy for implementation of the Compliance Audit Program. A schedule will be developed during this meeting for completion of Task 2.

Assumption

- Consultant team to attend meeting will consist of 2 consultant staff members

Deliverable

- Brief minutes to document discussions at meeting.

Task 2 – Operations Plan Review

Objectives

- Develop understanding of activities performed by the Site operator.
- Verify that operations described in the Operations Plan create conditions which are protective of human health and the environment.
- Verify that facility operations are performed in a manner which is consistent with industry standards for health and safety.

Activities

CDM/ACC will perform a detailed review of the Site Operations Plan. As part of this review, particular attention will be paid to current permitting requirements from other permitting agencies (including environmental, stormwater, and air). An important element of this work is to understanding the acceptance criteria for imported soils. It is expected that these criteria are defined in the Site Operations Plan.

CDM/ACC will determine whether the existing Operations Plan requires the appropriate documentation for the full range of operations described in the Plan. This task is to include a meeting with Baylands, with the intent to understand their system of documentation.

CDM/ACC will recommend additional procedures in the Operations Plan to facilitate site inspections and compliance audits. It is expected that this work effort may involve a meeting with City staff to discuss review comments and recommendations, as requested.

Deliverable

- Prepare technical memorandum detailing technical review comments addressing the Site Operations Plan for submittal to the City. It is expected that the technical review comments will consist of a 3 to 5 page document.

Task 3 – Develop Compliance Audit Program

Objectives

- Develop written inspection/records audit checklist.
- Develop a Compliance Audit Program consistent with City land use and CIWMB regulatory requirements

Activities

The checklist, which will form the foundation of the operations inspections and the paper audits, will be developed considering existing guidance governing facility inspections from the California Integrated Waste Management Board (CIWMB), Stormwater Pollution Prevention Plan guidelines, Regional Water Quality Control Board (Water Board) standards for common potential soil contaminants, and Bay Area Air Quality Management District guidance. The checklist will incorporate permitting provisions identified in the Site Operations Plan. The inspection checklist will be designed to facilitate developing brief periodic reports to the City

As part of this task, the CDM team will meet with Baylands to understand the standard documentation used by the soil processing facility. The checklist will be aligned with Baylands standard documentation and Standard Operating Procedures (SOPs) as a way of streamlining the audit process. The City will participate in this initial meeting with Baylands.

An important element of this subtask to define the process for responding to issues requiring immediate attention by the City (e.g., identification of hazardous materials-impacted soils on-site). This element of work will include describing the range of actions that could be taken by the City if inappropriate materials are identified at the site and to define the process for responding to issues that need immediate attention.

Deliverables

- Draft inspection checklist for review by City staff.
- Final inspection checklist.

Task 4 – Implement Compliance Audit Program

Objective

- Implement Compliance Audit Program which will facilitate compliance by the Site operator with the Site Operations Plan and City land use requirements.

Subtask 4.1 – Perform Periodic Inspection of Facility Operations/Audit of Paper Records

Activities

A number of activities may be performed as part of the site inspections, including observing soil import activities, including operator load inspection and inspecting soil stockpile areas. Site inspection activities may include collecting soil samples with submittal to an analytical testing laboratory (with prior approval from City). Additionally, CDM/ACC will perform audit of paper records maintained at the facility.

Assumptions

- Initial site inspection will include participation by City staff, and CDM/ACC staff.
- Site inspections/records audit will initially involve 1 to 2 CDM/ACC staff members. Ultimately, we believe that a single staff person will be able to perform the site inspections.
- Inspections will occur on a weekly basis for the initial month of activities.
- Inspections will occur every other week for month 2 and month 3. Inspection frequency following month 3 to be determined based on initial 3 months of activities.
- At City's discretion, CDM/ACC could be directed to perform more or fewer inspections.
- Inspections to be random and unannounced.

Deliverable

See Subtask 4.2, Reporting.

Subtask 4.2 – Reporting

Activities

- Prepare brief technical memorandum to document the activities performed and the findings of the site inspection/records audit.
- Prepare a summary monthly report for the compliance audit program. The monthly report will provide a summary of the site inspections/records audits performed during the preceding month.

Assumptions

- A brief technical memorandum will be prepared following each of the initial four weekly site inspections/records audits.
- ACC staff and CDM staff will interface with Baylands staff after submittal of the initial weekly report. City staff will participate in this meeting.
- Monthly report to be prepared for the initial three months of the compliance audit program. A decision will be made based on input from the City whether to continue the monthly reporting (or whether to reduce frequency to quarterly reporting).

Deliverable

- Weekly summary technical memorandum following the initial four weekly site inspections/records audits. CDM/ACC will submit a draft technical memorandum to the City for review. The weekly summary technical memorandum will be finalized based on input from City staff. In addition to a copy of the inspection checklist, the weekly summary technical memorandum will be 1 to 2 pages in length.
- Monthly summary reports. CDM/ACC will submit a draft monthly summary report to the City for review. The weekly summary report will be finalized based on input from City staff. The monthly summary report will be 2 to 4 pages in length.

Task 5 – Project Management

This task includes project management activities during the year 2011, including staff oversight, budget management, and preparation of monthly invoices. A brief overview of work activities during the month will be provided with each monthly invoice.

Optional Task

CDM/ACC is able to perform additional services as directed by City staff during implementation of the compliance audit program. Any work under this Optional Task would be authorized in writing by the City, with clear definition of scope of work and budget. Work will be performed at the rates defined in the current budget (for the period 2011). Budget is not included for this Optional Task in the current budget.

Cost Estimate

The total cost for the scope of work as described for the initial year of activities is \$54,149. A detailed breakdown of costs (labor and other direct charges) for each Task is included as part of this submittal. Note that the cost estimate for Task 3 is based on a cost for the Initial Inspection, unit costs for inspections to be performed during months 2 and 3, and unit costs for inspections to be performed during months 4 through 12. These Task 3 activities are compiled into the total cost for the project.

City of Brisbane
Baylands Soil Processing Facility
Operations Review and Compliance Audit Program
Estimated Cost Break-down

Task 1: Kick-off Meeting

<u>Staff</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Subtotal</u>	<u>Task Total</u>
Associate Engineer (CDM)	4	\$ 200.00	/hr	\$ 800.00	
Staff Engineer (CDM)		\$ 110.00	/hr	\$ -	
Sr. Project Manager (ACC)	4	\$ 105.00	/hr	\$ 420.00	
Staff Geologist/Project Manager (ACC)		\$ 98.00	/hr	\$ -	
Administrative Support (CDM/ACC)	2	\$ 79.00	/hr	\$ 158.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])	128	\$ 0.500	/mi	\$ 64.00	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	10				
				Estimated Costs - Task 1:	\$ 1,442.00

Task 2: Operations Plan Review

<u>Staff</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Subtotal</u>	<u>Task Total</u>
Associate Engineer (CDM)	12	\$ 200.00	/hr	\$ 2,400.00	
Staff Engineer (CDM)		\$ 110.00	/hr	\$ -	
Sr. Project Manager (ACC)	12	\$ 105.00	/hr	\$ 1,260.00	
Staff Geologist/Project Manager (ACC)		\$ 98.00	/hr	\$ -	
Administrative Support (CDM/ACC)	3	\$ 79.00	/hr	\$ 237.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])	128	\$ 0.500	/mi	\$ 64.00	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	27				
					\$ 3,961.00

Task 3: Develop Compliance Audit Program

<u>Staff</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Subtotal</u>	<u>Task Total</u>
Associate Engineer (CDM)	2	\$ 200.00	/hr	\$ 400.00	
Staff Engineer (CDM)	12	\$ 110.00	/hr	\$ 1,320.00	
Sr. Project Manager (ACC)	2	\$ 105.00	/hr	\$ 210.00	
Staff Geologist/Project Manager (ACC)	12	\$ 98.00	/hr	\$ 1,176.00	
Administrative Support	4	\$ 79.00	/hr	\$ 316.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])	128	\$ 0.500	/mi	\$ 64.00	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	32				
					\$ 3,486.00

Estimated Costs - Tasks 2 & 3: \$ 7,447.00

Baylands Soil Processing Compliance Audit Program - Estimated Cost Break-down Con't

Task 4a: Implement Compliance Audit Program - Initial Inspection, Reporting & Meeting (single event)

<u>Staff</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Subtotal</u>	<u>Task Total</u>
Associate Engineer (CDM)	6	\$ 200.00	/hr	\$ 1,200.00	
Staff Engineer (CDM)	12	\$ 110.00	/hr	\$ 1,320.00	
Sr. Project Manager (ACC)	6	\$ 105.00	/hr	\$ 630.00	
Staff Geologist/Project Manager (ACC)	12	\$ 98.00	/hr	\$ 1,176.00	
Sr. Technician (CDM/ACC)		\$ 79.00	/hr	\$ -	
Administrative Support	4	\$ 79.00	/hr	\$ 316.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])	256	\$ 0.500	/mi	\$ 128.00	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	40				\$ 4,770.00

Task 4b: Implement Compliance Audit Program - Periodic Inspection & Memorandum (per event)

<u>Staff</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Subtotal</u>	<u>Task Total</u>
Associate Engineer (CDM)	1	\$ 200.00	/hr	\$ 200.00	
Sr. Project Manager (ACC)		\$ 105.00	/hr	\$ -	
Staff Engineer/Geologist/Sr. Technician	10	\$ 105.00	/hr	\$ 1,050.00	
Administrative Support	2	\$ 79.00	/hr	\$ 158.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])	70	\$ 0.500	/mi	\$ 35.00	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	13			per event	\$ 1,443.00

Task 4c: Implement Compliance Audit Program - Reporting Summary of Periodic Inspections

<u>Staff</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Unit</u>	<u>Subtotal</u>	<u>Task Total</u>
Associate Engineer (CDM)	1	\$ 200.00	/hr	\$ 200.00	
Sr. Project Manager (ACC)	1	\$ 105.00	/hr	\$ 105.00	
Staff Engineer/Geologist/Sr. Technician	4	\$ 105.00	/hr	\$ 420.00	
Administrative Support	2	\$ 79.00	/hr	\$ 158.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])		\$ 0.500	/mi	\$ -	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	8			per event	\$ 883.00

Baylands Soil Processing Compliance Audit Program - Estimated Cost Break-down Con't

Anticipated Periodic Inspection & Reporting Schedule & Costs (Tasks 4b & 4c)

<i>Task</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Unit</i>	<i>Subtotal</i>	<i>Task Total</i>
Initial Month <i>(one inspection per week with monthly summary)</i>					
Subtask - Inspection & Memorandum	4	\$ 1,443.00	each	\$ 5,772.00	
Subtask - Reporting	1	\$ 883.00	each	\$ 883.00	
				<i>1st Month Subtotal</i>	\$ 6,655.00

Anticipated Periodic Inspection & Reporting Schedule & Costs (Tasks 4b & 4c) *Continued*

<i>Task</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Unit</i>	<i>Subtotal</i>	<i>Task Total</i>
2nd to 3rd Months (2 inspections per month with monthly summary)					
Subtask - Inspection & Memorandum	4	\$ 1,443.00	each	\$ 5,772.00	
Subtask - Reporting	2	\$ 883.00	each	\$ 1,766.00	
				<i>2nd to 3rd Months Subtotal</i>	\$ 7,538.00

4th to 12th Months (1 inspection per month with bi-monthly summary)

Subtask - Inspection & Memorandum	10	\$ 1,443.00	each	\$ 14,430.00	
Subtask - Reporting	5	\$ 883.00	each	\$ 4,415.00	
				<i>4th to 12th Months Subtotal</i>	\$ 18,845.00

Task 4 Estimated 1st Year Costs: \$ 37,808.00

Task 5: Project Management

<i>Staff</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Unit</i>	<i>Subtotal</i>	<i>Task Total</i>
Associate Engineer (CDM)	12	\$ 200.00	/hr	\$ 2,400.00	
Sr. Project Manager (ACC)	12	\$ 105.00	/hr	\$ 1,260.00	
Administrative Support	48	\$ 79.00	/hr	\$ 3,792.00	
Mileage (round trip mi is 58 [ACC] & 70 [CDM])	0	\$ 0.500	/mi	\$ -	
Misc. Expenses		\$ -	ea	\$ -	
<i>Total Hours</i>	72			Estimated Costs - Task 5:	\$ <u>7,452.00</u>

Total Estimated Project Costs (Tasks 1 through 5, 1 year duration): \$ 54,149.00

**City of Brisbane
Baylands Soil Processing Facility
Operations Review and Compliance Audit Program**

Project Staff Summaries

CDM

Project Director: John (Yash) P. Nyznyk, P.E., LEED AP is the CDM manager for the Environmental Remediation Division in the northern California, with staff in Walnut Creek and Sacramento. Mr. Nyznyk has over 25 years of experience in environmental engineering with a focus in environmental management. His project work encompasses a broad range of engineering disciplines, including solid waste and hazardous waste management; solid waste facility operations review; facility compliance audits; planning, permitting, and design for environmental remediation systems; hazardous waste site assessments; and environmental management program compliance.

Senior Project Manager: Kassandra Tzou, P.E. is an environmental engineer with 18 years of experience in the hazardous waste remediation services industry. She has a broad background in the development, implementation, and management of environmental engineering projects. While at CDM, she has managed a number of large contracts including two consecutive \$5 Million, 5-year contracts with the San Francisco Bay Area Rapid Transit District; several Five Year Reviews for Superfund Sites for USEPA Region 9, and multiple contracts with City and County of San Francisco. Her experience includes projects involving environmental impact statement/environmental impact report (EIS/EIR), soil and groundwater remediation, groundwater modeling, water quality studies, design of water and wastewater distribution systems, modeling of pipeline systems, Phase I and II Environmental Site Assessments (ESAs), site investigations, health risk assessments, and fate and transport modeling. Ms. Tzou has also been responsible for permitting, developing work plans and project specifications, managing field engineering activities, supervising field staff and subcontractors, and preparing engineering reports. She also serves as Health and Safety Coordinator for CDM's Walnut Creek, Sacramento, Lake Tahoe, and Reno offices.

Staff Geologist/Engineer: Stefanie Britch is a project geologist with experience in geologic and hydrologic investigations, remedial investigations, construction soil inspection, and data analysis. She has conducted soil logging; soil, groundwater, sediment, surface water, and indoor and ambient air sampling; well installation; and drilling oversight. She has also conducted laboratory testing for soil compaction on construction sites. She is experienced with gINT, RockWorks, Corpscon, ArcGIS, AQTESOLV software, Logger Pro software, Topodrive, Grapher, and Surfer.

ACC Environmental

Senior Project Manager: Timothy Fallin, CAC, LEED AP joined ACC in 1993 and is currently Vice President and Chief Operating Officer for ACC. Mr. Fallin currently manages a diverse staff and significant resources for Asbestos, Lead, IEQ and Subsurface efforts, as well as overseeing operations of ACC's offices in Oakland and Los Angeles. Mr. Fallin is a Certified Asbestos Consultant and LEED Accredited Professional.

Mr. Fallin is the primary contact for ACC's major accounts, including several fortune 500 companies. He has conducted extensive hazardous materials surveys, prepared designs and specifications, performed Phase I and Phase II ESAs, conducted significant indoor environmental quality (IEQ/IAQ) investigations, water intrusion inspections and response, developed compliance / operations & maintenance programs, written DOSH registration packages, and performed compliance audits. He has in-depth experience with waste minimization and reuse and has a well-known industry reputation for practical and cost-effective project management.

Staff Geologist/Project Manager: Mrs. Julia Siudyla is an environmental scientist with more than seven years of experience conducting compliance inspections and performing site inspections, regulatory file review, and data interpretation for Phase I ESAs. In addition, she has conducted numerous evaluations in support of Phase II ESAs including soil, groundwater, and soil gas sampling; indoor air quality evaluations; biological inspections/evaluations; asbestos surveys; and lead inspections.

Sr. Technician: Ms. Gwen Santos is a biologist with nine years of experience with ACC. She has managed compliance requirements for several key clients and has performed regulatory file review and data interpretation for use in Phase I Environmental Site Assessments (ESAs). Ms. Santos has also supported soil sampling, groundwater monitoring, and soil gas sampling as part of investigative efforts to determine contamination potential. Additionally, Ms. Santos has over 6 months experience conducting indoor air quality evaluations, mold investigations, and asbestos surveys.