



Agenda Report

Date: January 12, 2016
To: Jeffrey W. Collier, City Manager
From: Hye Jin Lee, Acting Director of Public Works
Subject: Amendment to Professional Services Agreement for Supplemental Site Investigation Work Plan

RECOMMENDATION

It is recommended the City Council approve Amendment No. 2 to professional services agreement No. A14-238 with APEX Companies, LLC for the implementation of a Supplemental Site Investigation Work Plan at 12363 Whittier Boulevard; and authorize the City Manager to sign the amendment, substantially in the form attached.

BACKGROUND

The California Department of Toxic Substances Control (DTSC) is requiring the City perform a supplemental site investigation at two City-owned parcels at the northeast corner of Whittier Boulevard and Mar Vista Street. A Supplemental Site Investigation Work Plan was prepared for the City of Whittier by APEX Companies, LLC and approved by DTSC.

The Site

The site of this supplemental site investigation (Attachment A, "Location Map") involves two parcels owned by the City of Whittier. The first parcel is at 12363 Whittier Boulevard, APN 8141-002-904, a vacant lot that is currently leased to Carter Sanitation under Land Lease Agreement No. A14-015. The adjacent second parcel, APN 8141-002-901, is part of the Whittier Greenway Trail on the north side of Mar Vista Street. Both parcels were acquired by the City of Whittier from the Union Pacific Railroad Company (UPRR) on November 1, 2001 as part of a larger acquisition for the Whittier Greenway Trail. The "Donation, Purchase and Sale Agreement and Escrow Instructions" for the UPRR acquisition were later amended on November 15, 2001. Both parcels are insured with a Commercial Pollution Legal Liability Policy issued to the City by AIG Environmental.

Also of interest is a privately owned commercial property immediately north of 12363 Whittier Boulevard. This northern adjacent property with the addresses 12353 and 12357 Whittier Boulevard (together comprising parcel APN 8141-002-004) is also under investigation by DTSC and is likely contributing to the contamination found on the City owned site.

Site Contamination and Voluntary Compliance Agreement with DTSC

In March 2010, the U.S. Environmental Protection Agency (USEPA) notified the City that it documented that a release of hazardous substance had occurred at a City-owned property (the site as described above). The USEPA found evidence of hazardous materials underground (particularly, trichloroethylene or TCE) while conducting remedial investigations associated with the Omega Superfund Site nearby. The documented release of hazardous substance is believed to be a condition that predates the City's acquisition of the property and is covered under the City's environmental liability insurance policy associated with the land acquisition. The USEPA also notified DTSC which is the agency with the authority to require the property owner (City) to perform additional site investigations and to accomplish remediation of the contaminated site.

DTSC notified the City in January 2014 that the City is legally responsible for cleanup of the site and demanded the City undertake a thorough and comprehensive investigation of the hazardous substances that have been released at the site. After discussions with DTSC and the City Attorney, it appeared the best course of action was for the City to enter into a Voluntary Compliance Agreement (VCA) with DTSC rather than to be subject to a formal enforcement cleanup order. The City's environmental liability insurance carrier confirmed coverage and consented to cooperate with the City and DTSC under a VCA. On July 29, 2014 the City Council approved the VCA with DTSC (City Agreement A14-202).

Professional Services Agreement with APEX Companies, LLC for Site Investigations

In order to implement the requirements of the VCA with DTSC, the City required the services of a consulting firm with experience in subsurface pollution investigations and cleanup. The City Manager used his authority to administratively approve a Professional Services Agreement in the amount of \$35,000 with APEX Companies, LLC (Agreement A14-238) for performing historical background research on the City's site and the adjacent northern property which was suspected of contributing to the contamination on the City's site. APEX reported to the City and to DTSC the results of their historical background investigations. There was significant information that pointed to the northern property as the likely source of the hazardous substances found on the City's site. At this point, DTSC recommended the City suspend further work and stand by until DTSC could pursue an investigation of the northern property with the property owners. Subsequently, the owners of the northern property entered into their own Voluntary Compliance Agreement with DTSC and performed a Phase 1 Site Investigation of their property. The City and APEX were allowed to review the Phase 1 Site Investigation of the northern property. This additional information was helpful in gaining a more complete understanding of the underground contamination. With this information in hand, DTSC directed the City to prepare a Supplemental Site Investigation Work Plan for further investigation of the City's site. The agreement with APEX was amended under the City Manager's authority to add preparation of the Work Plan, bringing the

total contract amount to \$45,000. The Work Plan was submitted to DTSC and then revised in response to DTSC comments. The revised Work Plan was approved by DTSC in a letter dated December 24, 2015.

DISCUSSION

The DTSC-approved Supplemental Site Investigation Work Plan is now ready to implement. APEX has estimated that implementation of the Work Plan will cost approximately \$57,610 and proposed to accomplish the work on a time and materials basis. Since the work involves underground investigations, some unforeseen conditions may be encountered that could increase the costs. It is recommended the APEX agreement be amended in the amount of \$65,000 to cover the estimated cost and a 12% contingency (Attachment B, "Amendment No. 2", and Attachment C, "APEX Revised Cost Proposal".)

FISCAL IMPACT

The proposed Amendment No. 2 to City Agreement A14-238 with APEX Companies, LLC will add \$65,000 for a new payment limit of \$110,000. The additional costs will be paid out of Account No. 100-30-332-000-803011, Engineering-DTSC-VCA.

Additional project costs are being incurred under the Voluntary Compliance Agreement with DTSC and for labor by the City Attorney, City staff, and HR Green Consultants (for project assistance by David Pelser, recently retired Whittier Director of Public Works). These costs will be covered by the commercial pollution legal liability policy less any deductibles.

Submitted by:

Prepared by:

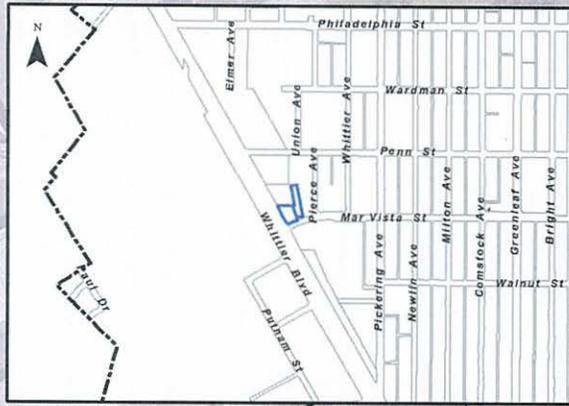


Hye Jin Lee
Acting Director of Public Works



Christopher L. Magdosku
Assistant Director of Public Works

Attachments: A – Location Map
B – Amendment No. 2 to Agreement A14-238 with APEX
C – APEX Revised Cost Proposal



Attachment A - Location Map

CITY OF WHITTIER
AMENDMENT NO. 2 to AGREEMENT FOR PROFESSIONAL SERVICES
WITH APEX COMPANIES, LLC
(City Agreement No. A14-238, P.O. No. 15000256)

City Agreement No. A14-238 dated September 2, 2014 was made and entered into between the CITY OF WHITTIER ("CITY"), and APEX Companies, LLC ("CONSULTANT") and was previously amended on August 12, 2015. By mutual consent of both parties, the Agreement is further amended as follows:

- 1) The Scope of Services is amended to add Task 5, "Implementation of Supplemental Site Investigation and Report" as described in a Supplemental Site Investigation Work Plan prepared by CONSULTANT dated August 31, 2015 and modified in response to comments by the California Department of Toxics Substances Control as described in the APEX revised cost proposal letter dated December 7, 2015 and attached hereto.
- 2) The payment amount is amended by adding \$65,000 (includes a contingency for changed or unexpected conditions) for a new payment limit of \$110,000. Payment for work under this Amendment No. 2 shall be made on a time and materials basis.
- 3) The effective date shall be the date approved by the Whittier City Council.

This Agreement may be amended only by the written mutual consent of the parties. All other terms and conditions of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF WHITTIER:

 JEFFREY W. COLLIER, City Manager /DATE

ATTEST:

 KATHRYN A. MARSHALL, City Clerk-Treasurer /DATE

APPROVED AS TO FORM:

 RICHARD D. JONES, City Attorney /DATE

CONSULTANT:

BY: _____
 Joseph Weslock, Regional Manager /DATE



December 7, 2015

Submitted electronically to: cmagdosku@cityofwhittier.org

Mr. Chris Magdosku
Acting Director of Public Works
City of Whittier
13230 Penn St.
Whittier, CA 90602

Re: Cost Proposal for Supplemental Site Investigation
City of Whittier Parcels
Northeast Intersection of Whittier Boulevard & Mar Vista Street
Whittier, California

Dear Mr. Magdosku:

Apex Companies, LLC (Apex) has prepared this revised cost proposal to perform the Supplemental Site Investigation. Apex's Work Plan dated August 21, 2015 was submitted to the California Department of Toxic Substances Control's (DTSC) for review. The DTSC commented on the Work Plan on November 13, 2015. Two of the DTSC comments result in significant changes to the project cost, and have been incorporated below.

The first comment is the Soil Gas Advisory Guidance document was been revised July 2015. Purge volume testing is no longer required. Three purge volumes are now standard. This eliminates the need to have a mobile laboratory onsite for four days.

DTSC requested that soil samples be analyzed for a much wider range of constituents than was proposed. The City agreed to analyze soil samples for hexavalent chromium. These analyses may prove valuable to distinguish the sources of contaminants in groundwater. The adjacent northern parcel has a prior history of the use of hexavalent chromium in plating processes.

Onsite analysis of soil samples for volatile organic compounds (VOCs) have been eliminated. Soil samples will be analyzed in a certified fixed-base laboratory for VOCs.

PROPOSED SCOPE OF SERVICES

Pre-Mobilization Activities

Apex will visit the Site and mark the proposed boring locations. Apex will retain a private utility locating company to locate buried utilities in proximity to the proposed boring locations.

Field Investigation

Apex will retain Vironex, a C-57 licensed driller to provide and operated a truck-mounted GEOPROBE 6600 direct push drilling rig. Four borings will be drilled at the proposed locations shown on Figure 6 in the Work Plan. One boring will be drilled to a target depth of 70 feet (or as deep as soil conditions will permit) at each of the following locations:

- AB-1: Directly through the former sump (Area 6) on the southern parcel as located from previous site plans.
- AB-2: Approximately 15 west of AB-1. This boring will increase the confidence that this suspect area has been adequately investigated.
- AB-3: Approximately 20 feet north of AB-1, adjacent to the northern property line. This boring will provide lateral and vertical assessment of the findings from the sump area. Potential migration from the adjacent northern parcel will also be evaluated.
- AB-4: This boring will be drilled on the eastern parcel, adjacent to the former dip tanks.

Soil samples will be collected continuously to the bottom of each boring recovered using either 4-foot long (dual tube coring method) or 5-foot long (Macro-Core method) samplers. The samplers will be lined with either 1.5-inch or 2-inch diameter acetate liners. The acetate liners will be cut open to expose the soil, except where an undisturbed sample may be required or retained in archive.

Soil samples to be analyzed for VOCs will be collected from the core at 5, 10, 15 and 20 feet, and every 10 feet thereafter to the bottom of the boring, for a total of up to 36 soil samples. Samples for VOC analysis will be collected immediately from the exposed soil in the core using a Terra Core sampling device (or equivalent), and preserved using EPA Method 5035 for field preservation. The soil sample aliquots will be dispensed into 40 ml volatile organic analysis (VOA) vials and submitted to the laboratory for analysis offsite. Dry tared vials will be used in the even that carbonates are present in the soil resulting in effervescence in the sodium bisulfate preservative.

After sample collection, the soil will be screened in the field for organic vapors using a photoionization detector (PID). The soil type will be logged and described according to the Unified Soil Classification System (USCS). Consistency, moisture, and color (according to the Munsell Soil Color system) will be also be described on the boring log. The approximate percentages of gravel, sand, silt and clay will be estimated on the log.

Upon completion of each boring, soil gas probes will be constructed in each boring at depths of 5, 15, and 30 feet and the bottom of the boring (expected at 70 feet). The actual depths of each probe may be adjusted in the field depending on lithology and PID readings. Soil gas probe construction will conform to the DTSC Soil Gas Advisory (2015) guidance document.

Soil gas probes will be constructed by placing a 6-inch stainless steel probe tip connected to the surface by ¼ inch Nylaflow tubing at the target depth. The probe will be placed midway in a sand pack one foot thick, using a downhole rod to support the tubing and probe tip in the sand pack. The sand pack will be

covered with one foot of dry granular bentonite. The borehole will be sealed between sand packs of the next overlying probe using hydrated bentonite chips. A two-way valve will be installed in each tube at the surface. The tubing will be permanently marked at the surface to identify its depth. A flush-mounted, traffic rated well box surrounded by a 3 foot square concrete pad will be completed at the surface.

After each constructed probe has equilibrated for at least two hours, soil gas sampling procedures will be implemented. Soil gas assembly tests will be performed on all soil gas probes before and during sampling, including a Shut-In Test and Leak Test. A Shut-In test will be conducted to check for leaks in the aboveground sampling system.

Leak testing will be performed during all soil gas sample collection procedures. Liquid tracer compounds consisting of a combination of n-pentane and n-propanol will be applied to a cloth and placed around all connections in the sampling train and on the ground adjacent to the probe to evaluate potential leaks of ambient air into the sampling train

Soil gas samples will be collected from the soil gas probes in Borings AB-1 through AB-4. Purging will be conducted using three standard purge volumes. Shut-In and leak testing will be performed during all soil gas sampling procedures. Purging will be conducted using a flow rate of 200 mL/min at an applied vacuum of no more than 100 inches of water. When three purge volumes have been reached, the purge pump will be disconnected from the sample tubing. Soil gas samples will be collected using glass syringes with Teflon® seals, and will be carried into the onsite mobile laboratory for analysis.

Laboratory Analysis

Up to 9 soil samples will be collected in each boring, at 5, 10, 15, 20, 30, 40, 50, 60 and 70 feet, for a total of up to 36 soil samples for analysis for VOCs. Apex will collect also 4 duplicate soil samples (one from each boring); Apex will also collect and submit 4 equipment blanks (rinse samples) for laboratory analysis. All soil samples and rinse blanks will be analyzed for VOCs by USEPA Method 8260B by a state-certified laboratory.

At least 5 samples from each boring (total of 16 samples) will be analyzed for hexavalent chromium by EPA method 7199.

Soil gas samples will be analyzed onsite is a state certified mobile laboratory. Apex will also analyze at least one duplicate sample for every 20 soil gas samples. The 16 soil gas probes and one duplicate will be analyzed onsite.

Two samples have been budgeted for physical properties testing including moisture, pore fluid saturation, air-filled porosity, density, porosity, hydraulic conductivity, permeability to air, and total organic carbon. These tests may be performed if needed to evaluate the probability of impact to groundwater based on the findings of the soil and soil gas analyses. These analyses were not discussed in the Work Plan submitted to DTSC.

Disposal of Investigation-Derived Waste

Apex will store two drums of water and two drums of soil as investigation-derived waste in labeled 55 gallon drums. The drums will be stored onsite until profiled for disposal based on the laboratory results. The waste is assumed to be nonhazardous. A representative of the client will need to sign the nonhazardous waste manifests prior to or at the time of the drum pickup.

Reporting

At the conclusion of the field investigation, Apex will prepare a written report describing the field investigation methodology and procedures. Logs of the soil borings with soil gas probe construction details will be presented. The soil and soil gas data will be tabulated and depicted on illustrations. The report will present our findings, conclusions and recommendations.

FEES

Apex will perform the proposed scope of services on a time and materials basis for an estimated fee of \$ 57,610. All charges are based on Apex's current AIG-approved rate schedule. Outside services are charged at cost plus ten percent; mileage, lodging and subsistence are charged at cost in accordance with the AIG-approved rate schedule.

- Labor – Preparation, Mobilization, Field Work, and Reporting \$ 26,770.00
- Subcontractors – Direct Push Driller (4 days), Private Utility Locator \$ 14,930.00
- Laboratory \$ 12,220.00

Soil – Offsite analysis

- VOCs - 40 soil samples (including duplicates and 4 equipment blanks and materials for USEPA Method 5035 preservation)
- Hexavalent chromium - 20 soil samples by EPA Method 7199

Soil Gas-1 day Mobile laboratory onsite

- VOCs – 17 soil gas analyses for VOCs including required duplicate

Physical Soil Testing (offsite laboratory)

- Two soil samples for physical properties testing including moisture, pore fluid saturation, air-filled porosity, density, porosity, hydraulic conductivity, permeability to air, and total organic carbon.
- Investigation-Derived Waste Disposal \$ 970.00
Based on disposal of four 55 gallons of nonhazardous waste
- Travel, subsistence and incidentals \$ 2,720.00

Total Supplemental Site Investigation – Time and Materials: \$ 57,610.00

SIGNIFICANT ASSUMPTIONS and LIMITATIONS

- The scope of work is based on four days of field work to drill the proposed borings and complete the installation of the soil gas probes. Direct-push drilling is judged to be feasible to the proposed depths based on the driller's local experience and previous investigations by CH2M Hill. If refusal is met at a shallower depth, the scope of work will be completed to the extent possible. Remobilization to the site with a hollow-stem auger drilling rig might be required if the scope of work cannot be completed in reasonable conformance to the work plan, as determined by DTSC.
- The City will be listed as the generator of all waste to be disposed of offsite. A representative of the City will be requested to sign all waste manifests for disposal. Apex cannot sign manifests on City's behalf.

- Costs are based upon a planned efficient use of field time. We will require client and current site tenant assistance to provide reasonable unhindered access to the locations selected for the monitoring points.
- The work is proposed during normal work hours between 7 A.M. and 5 P.M., nights, weekends and holidays excluded.

Apex appreciates the opportunity to provide these services to the City on this project. If this proposal meets your approval, please issue us a service agreement. Please call me if you have any questions at (858) 877-9033.

Sincerely,

Apex Companies, LLC



Ronald J. Kofron
Senior Project Manager