



6

DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

ROBERT P. THOMAS
DIRECTOR

916-449-5200

G. ERLING LINGGI
ASSISTANT DIRECTOR

DIVISIONS:

July 24, 1987

CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM & HISTORY
PARKS
RECREATION
ZOO

Budget and Finance Committee
Sacramento, California

Honorable Members in Session:

SUBJECT: Award Contract to Remove Contaminated Soil at the Mangan Range
and Nursery Complex

SUMMARY

This report recommends award of the contract to remove lead contaminated soils at the Mangan Range and Nursery Complex to American Environmental Management Corporation for a fee estimated at \$51,326.00. Further, this report recommends that the FY 1987-88 City operating budget be amended by transferring General Fund Administrative Contingency funds in the amount of \$72,000.00 to the Parks Division operating budget to contract for the necessary cleanup and disposal of the contaminated soil. Because of previous delays and the urgent nature of this project, City Council will also hear this report on August 4, 1987.

BACKGROUND INFORMATION

On July 31, 1986, the Special Projects Unit of the City Solid Waste Division performed a site assessment at the Mangan Nursery. The results of their testing indicate lead contamination on both the Rifle Range and the Mangan Nursery Sites. The Solid Waste Division recommended the excavation and disposal of the top six inches of soil and the development of a plan to ensure that lead contamination from the Mangan Range will not occur in the future. The Solid Waste Division further recommended that the City contract with a hazardous waste management firm to excavate and dispose of the contaminated soils.

On April 16, 1987, the Department of Parks and Community Services issued a Request for Proposal (RFP) for the remedial action at the Mangan Range and Nursery Complex to seven (7) pre-qualified contractors (Exhibit A).

The Department received three (3) responses to the RFP. The companies that responded were:

American Environmental Management Corporation
719 Lincoln Village Drive, Suite 501
Sacramento, California 95827 \$51,326.00

Chemical Waste Management/ENRAC
3765 Yale Way
Freemont, California 94538 Disqualified due to lack of insurance

International Technology Corporation
4585 Pacheco Blvd.
Martinez, California 94553 \$63,000.00

American Environmental Management Corporation's proposal was judged to best respond to the RFP (Exhibit B). Their proposal is the most cost effective proposal that properly met the City's Risk Management requirements, and would remove all materials. Based on the above positive factors, and the local presence of American Environmental Management Corporation, the Department negotiated a contract for removal and disposal of the contaminated soil for a fee not to exceed \$51,326.00 (Exhibit C).

American Environmental Management Corporation has agreed to complete the required soil removal for a fee estimated at \$51,326.00. This fee is based on soil contamination limits estimated by staff. Additional contamination may be found after the initial excavation. Staff estimates that as much as \$20,000.00 in contingency should be available to cover unanticipated additional contaminated soil removal. Additional contamination will be removed at a cost of \$275.00 per yard and shall require the prior approval of the Director of Parks and Coumminty Services.

FINANCIAL DATA

On March 24, 1987, City Council authorized \$72,000.00 to complete this project. The funds were not encumbered or carried over to the 1987-88 budget. Therefore, an unanticipated increase to the General Fund balance occurred at the close of FY 1986-87. Delays in the formal bid process and final selection of the recommended contractor have resulted in the project beginning in FY 1987-88 rather than the anticipated FY 1986-87. Therefore it will be necessary to amend the FY 1987-88 City Operating budget by transferring General Fund Administrative Contingency funds in the amount of \$72,000.00 to the Parks Division operating budget.

RECOMMENDATION

It is recommended that the Budget and Finance approve the attached report and forward the following recommendations to the City Council, and that the City Council by Resolution:

1. Award the contract to American Environmental Management Corporation to proceed with remedial action at the Mangan Complex.
2. Amend the FY 1987-88 City operating budget by transferring Administrative Contingency funds in the amount of \$72,000.00 to the Parks Division operating budget to contract with American Environmental for the necessary cleanup and disposal.

Respectfully submitted,



ROBERT P. THOMAS, Director
Parks and Community Services

Recommendation Approved:



JACK R. CRIST
Deputy City Manager

RPT:ms

August 4, 1987
District No. 7

RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE CLEANUP AND DISPOSAL OF CONTAMINATED SOIL AT THE MANGAN NURSERY AND RIFLE RANGE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. That the City Manager is hereby authorized to execute a contract with American Environmental Management Corporation for the purpose of cleanup and disposal of the contaminated soil at the Mangan Nursery and Rifle Range for an amount not exceed \$72,000.00.
2. That FY 1987-88 City operating budget is hereby amended by transferring funds in the amount of \$72,000.00 from the General Fund Administrative Contingency to the Parks Division operating budget, for the purpose stated in paragraph one above, as follows:

General Fund Administrative Contingency	101-710-7012-4999	[\$72,000]
Parks Division Tree Services	101-450-4590-4247	\$52,000
	101-450-4590-4990	\$20,000

MAYOR

ATTEST:

CITY CLERK



DEPARTMENT OF PARKS
AND COMMUNITY SERVICES

ROBERT P. THOMAS
DIRECTOR

G. ERLING LINGGI
ASSISTANT DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

1231 I STREET
SUITE 400
SACRAMENTO, CA
95814-2977

916-449-5200

April 16, 1987

DIVISIONS:

REQUEST - FOR - PROPOSAL
REMOVAL AND DISPOSAL OF LEAD CONTAMINATED SOILS
CITY OF SACRAMENTO'S MANGAN PARK COMPLEX

CROCKER ART MUSEUM
GOLF
METROPOLITAN ARTS
MUSEUM & HISTORY
PARKS
RECREATION
ZOO

ISSUED BY

City of Sacramento
Department of Parks and Community Services
1231 I Street, Suite 400
Sacramento, California 95814

Summary

The City of Sacramento is requesting proposals from qualified and responsible bidders to excavate, transport, and dispose of; or, treat on site using proven methods; lead contaminated soils and solids. The City intends to give prospective respondents as much flexibility as possible to encourage practical, innovative proposals. The first stage of the selection process will focus on firms which meet the qualification standards and provide superior construction concepts. The City intends to negotiate project specifics with the highest qualified and responsible proposer.

Proposals (2 copies) must be received by the Department of Public Works, 1231 I Street, Suite 103, Sacramento no later than May 11, 1987. Proposals may be mailed or hand delivered to the address listed above, but they must be received by the Department by the deadline stated above. Questions should be directed to Mr. Kirk Rosenkranz (916) 449-5758, or Ms. Janet Baker (916) 449-5535.

All proposals will be evaluated against the following general criteria:

1. Project team qualifications/relevant experience
2. Proposed operations plan
3. Health and safety considerations-particularly minimization of potential community exposures
4. Transportation and contingency plans
5. Environmental monitoring

Objective

The City of Sacramento will select and consider negotiating a contract with the firm that submits a proposal which best complies with the objectives of this request. The City is requesting proposals from private firms having the ability, desire, and proven track record to carry out this remedial action in the most efficient, safe, and cost effective manner.

The City requests that the proposal meet the following objectives:

1. Development of a comprehensive operations plan
2. Development of a comprehensive health and safety plan-including methods used to minimize potential community exposures, outline of employee training program, and isolation of work area
3. Development of a comprehensive transportation program-including routes, driver training program, and emergency response plan
4. Evaluation of the need for an environmental monitoring program, presentation of an environmental monitoring program
5. Development of a comprehensive schedule
6. Presentation of contractor's qualifications

Project Background Information

The City of Sacramento operates an indoor, public rifle and pistol range at the Mangan Park Complex located on 34th Avenue (Attachment I), within the City limits. The range only allows lead bullets to be used. These bullets are

reflected off a sloped, concrete wall into sawdust. In the past, when the lead/sawdust mixture became hard to breakup, the mixture was collected and taken down the street to the nursery. This procedure had been used for a number of years. Occasionally, City employees would segregate the sawdust and lead using a cement mixer. The lead was recycled and the sawdust remained at the nursery. Once a month, the range was hosed down to minimize the build up of lead inside. The wash water was squeegeed out the back door of the facility.

Site Characteristics

The areas which need to be cleaned up are shown in Attachment II (the nursery) and Attachment III (the range). Also shown are the sample number, depth of sample, and total lead concentration of lead found at that sample location. (The highest concentration of lead found at the nursery has been 25,000 ppm. The highest concentration found at the range has been 44,000 ppm. The City plans to have the current levels of contamination reduced to 500 ppm total lead (the current clean-up level for lead contaminated soils at the Jiboom Junkyard Superfund Site). From the samples taken at both sites, it appears the 500 ppm level may be reached by removing, or treating the top 6-inches of soil. The City has calculated (based on removing or treating the top 6-inches) that 185 yards of soil must be handled at the nursery and 20 yards must be handled at the range. After the initial remedial action, the City will select specific sites from which to take confirmation samples. Additional work may be necessary to reach the target level. This procedure will be followed at both sites. The City will be responsible for the replacement of all soils, sidewalks, and asphalt.

Surrounding Land Use

The County of Sacramento's Executive Airport is directly south of the Mangan Complex. To the north, east, and west of the site are single-family homes and light industrial development.

Final Land Use

When the remedial action is complete, the nursery and range will continue to serve the functions they now serve.

Proposal Format

1. Proposal summary
2. Project participants-if subcontractors are used, names and addresses of those subcontractors the principal plans to use.
3. Description of project
 - A. Operations plan
 - B. Health and safety plan
 - C. Transportation plan
 - D. Profile of proposed disposal facility
 - E. Environmental monitoring plan
4. Outline a complete schedule of events and milestones
5.
 - A. Contractor's qualifications
 - B. Subcontractor's (if any) qualifications

Proposal Submittal and Contractor Selection Schedule

1. Issue the request for proposal: April 20, 1987
2. Proposer's meeting and job walk - meet at 1231 I Street, Suite 103, Sacramento, April 28, 1987 at 11:00 a.m.
3. Return proposals no later than 4:30 p.m., May 11, 1987.
Proposals must be received at the following address, by the time stated above:

City of Sacramento

Department of Public Works

1231 I Street, Suite 103

Sacramento, Ca 95814

Attn: Kirk Rosenkranz

Engineering Technician-Solid Waste Division

Telephone: (916) 449-5758

4. Staff evaluation and selection of contractor May 22, 1987.

It is expected that the top three proposers will be requested to present oral statements to the selection committee approximately two or three weeks after receipt of proposals, one of which will be recommended to the City Council for contract negotiations.

5. Negotiation of contract May 25 - contract signing.

Evaluation Criteria

The following criteria will be used by the selection committee to evaluate the proposals:

1. Qualifications of project proponent and team
2. Strength of project description
3. Earliest completion of milestones listed for project implementation
4. Technical merit of project: proven history of proposed technology
5. Ability of the project to meet regulatory standards
6. Ability of the project to mitigate environmental impact for such items as visual, odor, particulates, and noise
7. Project coordination with the normal operation of the two facilities

Expenses of Submittal Preparation

Each proposal prepared in response to this RFP will be prepared at the cost and expense of the Proposer, and with the expressed understanding that there will be no claims whatsoever for reimbursement from the City of Sacramento for the cost or the expense of its preparation.

Confidential Information

Proposals made in response to this RFP may contain technical, or other data whose public disclosure would cause substantial injury to the Proposer's com-

petitive position or constitute a trade secret. To protect this data from disclosure, the Proposer should specifically identify the pages of the proposal that contain such information by properly marking the applicable pages and inserting the following notice in the front of the proposal:

NOTICE

The data on pages _____ of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent that the City of Sacramento determines is proper under federal, state, and local law.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event properly marked data are requested, the Proposer will be advised of the request and may expeditiously submit to the City a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. The City will exercise care in applying this confidentiality standard, but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all cost incurred by the City including attorney's fees awarded by the court if Proposer requests City to resist disclosure of material provided to the City by Proposer, provided the City determines that said materials are exempt under federal, state, or local law.

Consultant Services Agreement

Attachment IV is a copy of the Department of Parks and Community Services Consultant Services Agreement. This agreement must be signed prior to the beginning of the project. Proposers should review the agreement and be prepared to discuss it with the selection committee prior to the negotiation of contract.

South African Certification

The City Attorney has instructed that the following item is MANDATORY and must be included in the proposal:

"The consultant must certify that the commodity, good, service in question is neither manufactured nor produced within the Republic of South Africa or Namibia."

Non-Appropriation of Funds

Any contract resulting from this request for proposal is subject to appropriation of funds (by the City Council) for each Fiscal Year for services listed herein.

54

FOR CONTINUATION SEE MAP 52

54

324,000'

322,000'

320,000'

318,

316,

314,000'

312,000'

310,000'

FOR CONTINUATION SEE MAP 53

FOR CONTINUATION SEE MAP 57



2,145,000'

2,148,000'

FOR CONTINUATION SEE MAP 73

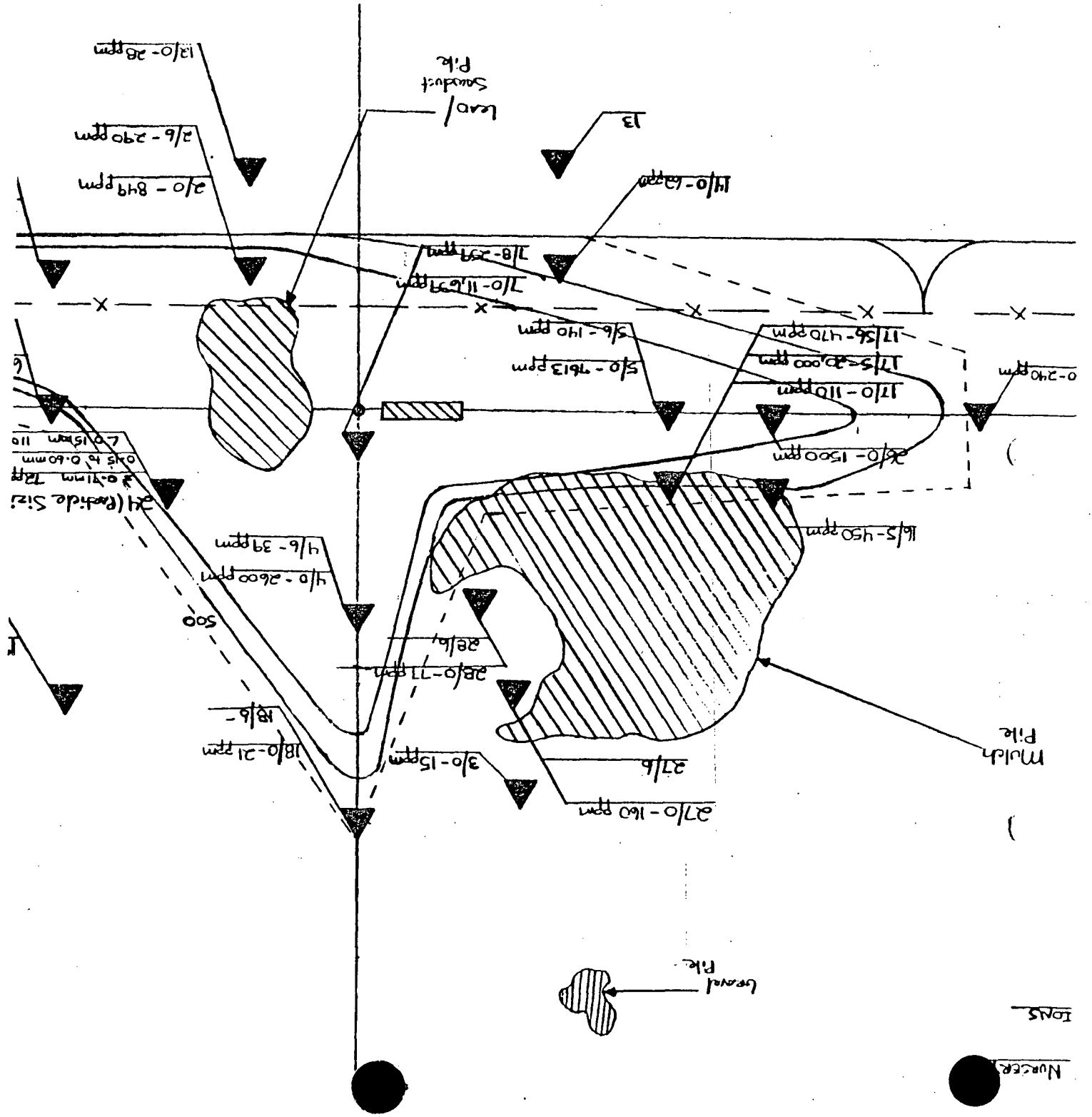
2,157,000'

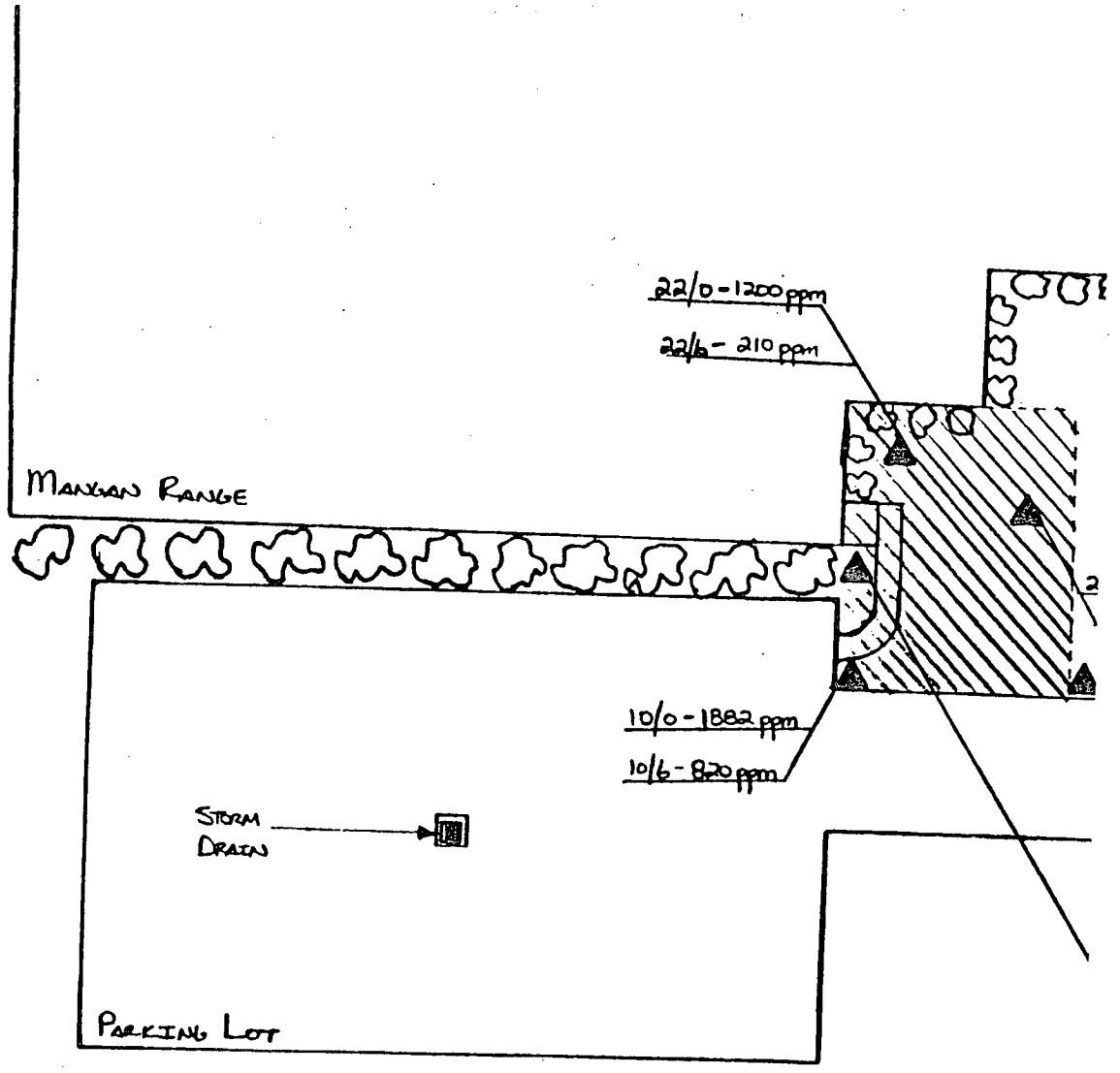
2,160,000'

2,151,000'

2,154,000'

Attachment I





MANGON RANGE

22/0 - 1200 ppm

22/6 - 210 ppm

10/0 - 1882 ppm

10/6 - 820 ppm

STORM DRAIN

PARKING LOT

PROPOSAL
for
MANGAN PARK COMPLEX

Prepared By

AMERICAN ENVIRONMENTAL MANAGEMENT CORPORATION
9719 Lincoln Village Drive, Suite 501
Sacramento, California 95827

May 11, 1987

I N D E X

1. PROPOSAL SUMMARY

2. PROJECT PARTICIPANTS

- 3-A. OPERATIONS PLAN

- 3-B. HEALTH AND SAFETY PLAN
 - A. Facility Background
 - B. Key Personnel
 - C. Health Hazards
 - D. Air Monitoring
 - E. Personal Protective Equipment
 - F. Work Practices
 - G. Emergency Response
 - H. Medical/Training

- 3-C. TRANSPORTATION PLAN

- 3-D. PROFILE OF PROPOSED DISPOSAL FACILITY

4. COMPLETE SCHEDULE OF EVENTS AND MILESTONES

5. RECENT EXAMPLES OF CONTRACTORS EXPERIENCE IN THIS TYPE OF WORK

1. PROPOSAL SUMMARY

As requested by the City, this proposal follows the Proposal Format. The emphasis of this proposal is placed on a complete description of the American Environmental Management Corporation's (AEMC) Operations and Transportation Plan, a profile of the proposed disposal facilities, and a Health and Safety and Environmental Monitoring Plan. AEMC's primary goal is to provide the City of Sacramento with a safe excavation and disposal of the lead contaminated soil in a manner which prevents further contamination to the adjacent residents and the environment.

2. PROJECT PARTICIPANTS

AEMC, the principle contractor, will use STAMCO, Inc. as transportation backup. Their address is the following:

STAMCO, Inc.
12475-A Llagas Avenue
San Martin, California 95046

(800) 321-1030

3-A. OPERATIONS PLAN

Operations will proceed according to the following sequence:

1. AEMC's personnel will assist the City in completing a predisposal profile form. These forms are necessary to approve disposal of the waste material at the proposed disposal facilities. AEMC will also take a representative sample if required for predisposal approval.
2. The exact perimeters of the excavation areas at both the nursery and the range will be confirmed with City Representatives. Upon confirmation they will be staked out and excavation will be limited to those boundaries.
3. Pathways from the excavation sites to waiting end dumps will be identified and covered with protective visqueen plastic. Equipment entering or exiting the excavation sites will travel on these pathways only. This precaution will insure no further contamination due to equipment operation.
4. Prior to excavation, soil will be wetted with a light water mist as a dust control measure. Dust control capabilities will be set up to further wet down the soil, if necessary, during the excavation.
5. The fencing and any additional objects interfering with excavation will be removed.
6. Once all set up procedures have been completed excavation will begin. The majority of the excavation will be accomplished with a backhoe and

a front loading bucket, operated by AEMC trained personnel only. AEMC trained personnel will perform all necessary hand digging as well.

7. Excavation equipment will not leave the excavation sites to load material unless traveling on a pathway protected by visqueen plastic. Again, this will prevent further contamination due to equipment operation.
8. Excavation will be completed to the City's satisfaction. Currently, this is understood to be the nursery and the range as specified by bid diagrams to a depth of six inches (6").
9. Upon completion of the excavation, all equipment will be decontaminated as necessary.

3-B. HEALTH AND SAFETY PLAN

Removal of lead contaminated soil at Mangan Park Complex.

A. Facility Background

1. The soil around the Mangan Park Complex located at 34th Avenue in Sacramento, California is heavily contaminated with lead. This is due to the operation of the rifle and pistol range at the complex.
2. Lead levels in soil samples are extremely high. In some cases, the samples have exceeded 10,000 parts per million.
3. All contamination is in a solid state (dry soil). The contamination described above probably resides in the upper one foot of soil mantle. The lead is not volatile and is not in solution.

B. Key Personnel

Health and Safety	Project Manager
Gus Ballis, CIH *	Ed Leitch
AEMC	AEMC
(916) 364-8872	(916) 985-6666

* Gus Ballis is a Certified Industrial Hygienist.

C. Health Hazards

1. The most probable way that lead dust could be taken into the body would be through inhalation. Ingestion of contaminated soil dust is also a possible source of exposure. If ingested or inhaled, this contaminant can cause a variety of health problems. Lead may cause numerous control nervous system problems ranging from weakness to near-paralysis. It may also injure the gastro-intestinal system.

2. Heat stress will be an important factor to consider. Regardless of the ambient air temperature, working inside of an impermeable chemical suit can raise the body's temperature. All personnel have received training in the health hazards of heat stress. Minimum requirements for this project are as follows:
 - A. Employees are to pace their work load, and take breaks as needed.

 - B. Breaks may be required often if protective clothing must be worn in conjunction with high humidity and/or high ambient temperatures.

 - C. Employees are to drink liquids at each break, up to one gallon of water a day, preferably an electrolyte beverage (i.e. Gatorade).

 - D. Breaks are to be taken in shade, out of the work area with protective clothing fully off, the employee has decontaminated and exited to the "clean" area.

E. Employees are advised and encouraged to eat properly balanced diets.

F. Health and Safety may monitor for heat stress if applicable, and adjust the requirements as needed. Work/rest schedules will be determined by using the ACGH TLV.

G. Heat stress shall be discussed on the Tailgate Safety Meeting form (see Appendix 1).

3. Noise levels for heavy equipment operators can be expected to exceed 85 decibels A-weighted. Therefore, heavy equipment operators will wear disposable ear plugs with an NR rating of over 25 decibels.

D. Community Exposure

As described in the operations plan, all vehicles exiting the excavation area will travel only on plastic protected pathways to prevent further environmental contamination.

All personnel exiting the excavation area will follow personal decontaminate procedures prior to entering the "clean" area.

Potential exposure from airborne contamination will be controlled by sound work practices and wetting of soil in the excavation areas.

To insure these preventative practices are sufficient, air monitoring for lead in the air will be done during the remediation work for evaluation of potential worker and public exposure to contaminated dust particles.

1. Calibrated air sampling pumps will collect air samples on specialized cassettes for analysis at a certified laboratory.
2. Five pumps will be set up on the perimeter of the work area. The locations will be determined based on wind direction and velocity, population density and city input.
3. Certified reports of the analysis of the air samples will be provided to the City.

E. Personal Protective Equipment

Protective clothing to be worn when in the contaminated area will be the following:

1. PVC boots;
2. Tyvek disposable coveralls with hood;
3. PVC gloves with cotton liners;
4. Air purifying respirator with HEPA cartridges (NIOSH approved);

5. Hard hat with a face shield (for ground personnel); and
6. Two thirty minutes SCBAs will be on-site for any unforeseen emergencies.

F. Work Practices

1. When a work crew is present at the site, at least one worker will remain outside the work area at all times (Field Supervisor).
2. A decontamination staging area will be established for exiting the work area. Tools to be used by the workers will be decontaminated by cleaning in the decon area. Basically, each worker will remove their protective clothing inside the contaminated decon area and will cross the step-off line into the clean area while taking care not to contaminate the clean area. Disposable clothing will be placed into a container inside the contaminated area. Portable washing facilities will then be utilized by the workers. All contaminated water will be properly disposed of as hazardous waste.
3. Heavy equipment will be decontaminated before leaving the site. This will be done by driving the vehicle onto a large sheet of plastic that has been bermed at the edges. The equipment will be sprayed with water to remove contaminated soil. Following decontamination, the plastic, berming and wash water will be collected for disposal.

4. In brief, the following safe work practices apply to this operation:

- A. A Tailgate Safety Meeting shall be conducted by the field supervisor at the beginning of every shift (see Appendix 1).
- B. The field supervisor has the training and authority to correct unsafe conditions.
- C. No eating, drinking, smoking, gum chewing, or wearing contact lenses in the work areas.
- D. All employees must wash their hands and face at the end of the shift, and before eating, drinking or smoking.
- E. Only employees who have been properly trained shall operate equipment.
- F. Any and all accidents, injuries and potentially unsafe working conditions shall be reported to the field supervisor immediately.
- G. No horseplay will be allowed.
- H. Observe all barricades, warning signs and caution tape.
- I. Avoid unnecessary foot and vehicle traffic in work areas so as to reduce the generation/migration of dust and soil.

G. Emergency Response

1. The Industrial Hygienist on site will have controlling authority during an emergency. In the event that this person is not available, the jobsite foreman will be in charge.

2. The local medical and emergency facility to be used is UC Davis Medical Center. It is located at 2315 Stockton Boulevard in Sacramento, California. Directions to drive to the hospital are as follows:
 - A. East on Fruitridge Road;

 - B. North on Highway 99;

 - C. East on Highway 50;

 - D. Exit onto Broadway, go east;

 - E. Continue straight onto "Y" Street;

 - F. Follow the signs into the hospital complex; and

 - G. Emergency phone number is 453-3797 or 911.

3. Emergency evacuation routes of the site will be chosen when the work begins. It will all be contingent upon where the staging area

for decontamination is established. All evacuation routes will be directed toward the decontamination staging area.

4. Emergency decontamination will be accomplished by the "clean" worker stationed at the decontamination staging area. A portable pressurized eye wash/shower unit will be placed at the staging area. The procedure for emergency decontamination is as follows:
 - A. Remove the injured worker to the staging area;
 - B. Administer life-saving first-aid, if needed;
 - C. Cut away or remove protective clothing from the injured worker before the injured worker is removed to the "clean" zone of the staging area. If this is not feasible, place the injured worker onto plastic to prevent contamination of the "clean" zone or any vehicles; and
 - D. The field supervisor shall contact Health and Safety as soon as possible. A Supervisor's Report of Injury shall be completed immediately for all accidents and injuries.

5. Potential health risks on the removal site are listed below with their preventive counter measures.
 - A. Ingestion or inhalation of lead contaminated soil will be controlled with proper work practices and personal protective equipment.

A Certified Industrial Hygienist will be in charge of all health and safety concerns on this project.

B. Fire and explosion hazards do not exist at this site.

C. Earthquakes, tornadoes and any other natural disaster will preclude normal completion of the project. In such an event the pre-determined evacuation routes will be used.

H. Medical/Training

1. All personnel working at the site will have completed an AEMC training course entitled "Health Hazards and Personal Protection". This four hour course covers basic protection and chemical safety. Each person is then fit-tested with a full-face and half-face air purifying respirator. Personnel will have completed all training necessary to ensure their health and safety and protection of the public and the environment.

2. As required by State and Federal regulations and AEMC policies and procedures, all employees receive training appropriate for their work assignments. Annual training programs for individual employees also include the following:

- o Basic Safety Training
- o Respiratory Protection

- o Health Hazards and Personal Protection
 - o PCB Health Hazards
 - o Asbestos Health Hazards
 - o Chemical Handling and Packaging
 - o Basic CPR
 - o Environmental Sampling
3. All personnel have completed a thorough medical physical and have been given approval by our physician to wear respiratory protection. Included in this physical is a spirometry exam, chest x-rays and a hands-on exam by the physician.
4. The AEMC Health and Safety program maintains the following records in compliance with CAC Title 8:
- A. Complete medical records for all field employees including pre-employment and routine medical examinations, physician's approval to wear respiratory protective devices, area and personal air monitoring and injury reports.
 - B. Complete training records for all field employees including examinations, parcourse and sign-in sheet for all classes, and record of fit test for respiratory protection training.
 - C. These records are maintained permanently.

3-C. TRANSPORTATION PLAN

All excavated soil will be loaded into licensed hazardous waste end dumps which will be lined and covered with a tarp. The loads will then be transported to an EPA regulated hazardous waste landfill for proper disposal. Each driver will inspect his load and vehicle prior to leaving the work site and at any stop enroute to the disposal facility.

End Dumps will be owned by AEMC and operated by AEMC personnel. STAMCO, Inc. will be used as a subcontractor for hauling as well and their equipment will be owned by STAMCO, Inc. and operated by their trained personnel.

If the proposed disposal site is Kettlemen Hills, California, the truck route will be I-5 South. If the disposal site is in Mountain Home, Idaho, the truck route will be I-80 East to Nevada, Highway 225 North to Mountain Home.

AEMC will provide all required manifest forms for transporting the waste material. AEMC personnel will assist the City with their responsibilities in properly completing these documents.

In the event of a spill emergency, AEMC currently provides twenty-four (24) hour emergency response service to federal, state and local agencies and private companies. Our personnel are technically qualified, experienced and trained in spill containment and cleanup and are supported by industrial hygiene and engineering specialists. These resources and our years of experience will insure that any spill is resolved quickly and effectively.

3-D. PROFILE OF PROPOSED DISPOSAL FACILITY

All material will be properly disposed of in a licensed Class I Hazardous Waste Landfill. Chemical Waste Management, Inc. owns and operates a Class I facility in Kettleman Hills, California. This facility is one possible option.

Envirosafe, Inc. owns and operates a Class I facility outside of Mountain Home, Idaho. At this time, the Envirosafe, Inc. facility is a less costly option for disposal. The unit price for disposal is less than Kettleman Hills. The California hazardous waste tax (which the City has generator will be required to pay) is also half as much for out-of-state disposal as it is for in-state disposal. These cost differences combined more than make up for the transportation difference.

4. COMPLETE SCHEDULE OF EVENTS AND MILESTONES

- | | | |
|----|---|-------------------------|
| 1. | Predisposal Profile will be prepared and sent to disposal site for approval. Turnaround time for disposal is determined by the disposal site chosen by the City and whether extra fees for expediting this process are warranted. | 3 days
to
3 weeks |
| 2. | Upon predisposal approval excavation will proceed as described in the Operations Plan. | Up to
3 days |

3. Processing of confirming samples taken and analyzed by the City: 24 hours
4. Total Maximum Time Period 19 Working Days

5. RECENT EXAMPLES OF CONTRACTORS EXPERIENCE IN THIS TYPE OF WORK INCLUDE:

Southern Pacific Transportation Company (Sacramento)

Excavation of Underground Tanks and Contaminated Soil. 17 Tanks and 300 cubic yards of soil. Completed February 1987

U.S. Navy (Hunter's Point)

Excavation and disposal of 720 cubic yards of PCB contaminated soil. Project is still in progress.

Aerojet General (Sacramento)

Excavation and disposal of 125 cubic yards of contaminated soil from within test site. Required special equipment and operation. Completed May 1987.

Attached qualifying documents include the following:

- o Federal EPA Number
- o California Hazardous Waste Hauler Number
- o Class A Contractors License
- o Insurance Certificate
- o Workers Compensation Certificate

Subcontractors Qualifications include the following:

- o Federal EPA No. CAD063547996
- o California Hazardous Waste Hauler No. 0796

APPENDIX 1

AMERICAN ENVIRONMENTAL MANAGEMENT CORPORATION
TAILGATE SAFETY MEETING

DIVISION: HAZMAT _____ BIO _____ OTHER _____ FACILITY: SAC _____ STANTON _____

DATE _____ / _____ / _____ TIME _____ JOB NO _____ LEAD/SUP _____

CUSTOMER _____ ADDRESS _____

JOB SITE LOCATION _____

DESCRIPTION OF WORK _____

VEHICLES/EQUIP. REQUIRED _____

CHEMICALS/PROCESS USED _____

PROTECTIVE CLOTHING AND EQUIPMENT _____ ** SEE REVERSE SIDE **

HAZARDS (CHEM/PHYS/BIO) _____

SPECIAL INSTRUCTIONS _____

EMERGENCY PROCEDURES _____

FEEDBACK (OPS REMARKS) _____

PARAMEDIC PH() _____ FIRE PH() _____ DIS/H&S PH(916) 985-6666

HOSPITAL _____ ADDRESS _____ PH. () _____

PRINT NAME	SIGNATURE	PRINT NAME	SIGNATURE
1 _____	_____	5 _____	_____
2 _____	_____	6 _____	_____
3 _____	_____	7 _____	_____
4 _____	_____	8 _____	_____

MEETING CONDUCTED BY _____
PRINT SIGNATURE

SUPERVISOR OPERATIONS MANAGER HEALTH AND SAFETY

ATTACHMENTS

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of July 10, 1987, by and between the CITY OF SACRAMENTO, a municipal corporation ("City"), and American Environmental Management, a California corporation ("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services as described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A. The Consultant shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) Consultant notifies the City that such service is deemed an additional service and Consultant estimates the additional compensation required for this activity; and (b) the City, after notice, approves the additional service and amount of compensation therefore.

2. Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to paragraph 1 above, City approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

3. Facilities and Equipment. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. General Provisions. The General Provisions set forth in Exhibit D which include insurance requirements are part of this Agreement. In the event of any inconsistency between said General Provisions and any other term(s) or condition(s) of this Agreement, this Agreement shall control over the General Provisions.

5. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

Executed as of the day first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

City: Walter J. Slipe, City Manager

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A Exhibit C
Exhibit B Exhibit D

Consultant: _____ (Title)

ATTEST:

City Clerk

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED
BY

1. Representatives:

The City Representative for this Agreement is:

<u>Jonnie W. Bramble</u>	<u>Parks Superintendent</u>	<u>449-5384</u>
(Name)	(Title)	(Telephone)

All City questions pertaining to this Agreement will be referred to the above named person. All correspondence to the City will be addressed to:

Department of Parks and Community Services
1231 I Street, Suite 400
Sacramento, CA 95814-2977
Attn: Jonnie W. Bramble

2. Services to be provided are specified below:

See separate sheet (Exhibit A-1) and see attached City Request for Proposal dated April 16, 1987 for scope of work. Also see attached Proposal for Mangan Park Complex dated May 11, 1987 from American Environmental Management Corporation for work plan.

Exhibit A-1

Services to be provided to the City of Sacramento by Environmental Management Corporation are as specified below:

The initial step is qualifying the material for disposal. This will require the completion and submittal of a predisposal profile describing the chemical composition of the material.

Profile Processing: \$ 500.00

Sound work practices will control lead contamination from leaving the excavation. To document that no airborne lead has left the site, AEMC recommends ongoing environmental monitoring while the excavation is in progress.

Samples from this monitoring will be analyzed by a laboratory certified by the American Board of Industrial Hygiene. Results will be submitted to the City with written interpretation by a Certified Industrial Hygienist.

Monitoring Personnel: \$ 1,800.00
(30 hours at \$60.00 per hour)

Sample Analysis: \$ 480.00
(12 samples at \$40.00 each)

Monitoring Equipment: No charge

Reporting: \$ 240.00

Total \$ 2,520.00

The first phase of the Operations Workplan includes removing any obstacles, defining the excavation area, and laying plastic to establish a protected pathway for equipment leaving the excavation area. Soil to be excavated will be wetted for dust control. A front loading backhoe will then be used to excavate soil.

Equipment Operation and Labor: \$ 4,470.00
(30 hours at \$141.50 per hour plus
water sprayer)

Stand-by time at \$247.00 per hour

The Chem Waste Facility at Kettleman Hills is currently the most economical option for transportation and Class I land disposal.

Transportation and Disposal: \$43,836.00
(13 loads at \$3,372.00 per pound
CBYD Loads)

Any required excavation, loading, transportation and disposal over the original estimate of 205 manifested yards as per above, shall be at a cost of \$275.00 per yard.

Total requirement for proper excavation of lead contaminated soil at the Mangan Park Complex.

Estimated Total: \$51,326.00

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT
WITH

FEE SCHEDULE/MANNER OF PAYMENT

City shall pay Consultant the total sum of \$ 51,326.00 for services pursuant to this Agreement. Consultant shall submit invoices with an itemization of tasks prior to payment not to exceed \$ _____.

Fees shall be paid within 30 days upon receipt of invoice from Consultant as stated below:

100% payment when work is complete.

The total sum stated above shall be the total which City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant for rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement unless such extra service and the price thereof is agreed to in writing and executed by an official of City authorized to obligate the City thereto prior to the time that such extra service is rendered.

Request for payment shall be sent to:

Department of Parks and Community Services
1231 I Street, Suite 400
Sacramento, CA 95814-2977
Attn: Johnie W. Bramble
Ref: PN/JOB # _____

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH American Environmental Management Corporation

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City ~~(will)~~ (will not) furnish facilities or equipment for this Agreement.

If facilities and equipment are to be furnished, specify below:

None

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this contract, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only as concerns the results of Consultant's services rendered pursuant to this contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. Licenses; Permits; Etc. Consultant represents and warrants to City that he has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession. Consultant represents and warrants to City that consultant shall, at Consultant's sole cost and expense: (1) obtain if necessary, and (2) keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice Consultant's profession.

3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

5. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

7. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial, first class, and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession.

8. Indemnity and Hold Harmless. Consultant shall assume the defense of, and indemnify and save harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of, or resulting from, directly or indirectly, the performance of this Agreement by Consultant whether within or without the scope of this Agreement, whether or not it is caused in part by a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by City.

9. Equal Employment Opportunity. During the performance of this agreement, Consultant, for Consultant's self, assignees, and successors in interest, agrees as follows:

a) Compliance with Regulations: Consultant shall comply with the Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60), hereinafter referred to as the "Regulations."

b) Nondiscrimination: Consultant, with regard to the work performed by Consultant after award and prior to completion of work pursuant to this Agreement, shall not discriminate on the grounds of race, color, religion, sex, national origin, age, marital status, physical handicap, or sexual preference in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin, age, marital status, physical handicap, or sexual preference.

d) Information and Reports: Consultant shall provide all information and reports required by the Regulations or orders, and instructions issued pursuant thereto, and will permit access to Consultant's books, records, accounts, other sources of information, and Consultant's facilities as may be determined by the City of Sacramento to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the City of Sacramento and shall set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, the City of Sacramento shall impose such contract sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to Consultant under the contract until Consultant complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

f) Incorporation of Provisions: Consultant shall include the provisions of Paragraphs (a) through (e) in every subcontract including procurements of materials and leases of equipment unless exempt by Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any Regulations, order, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the City of Sacramento may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request City to enter such litigation to protect the interests of City.

10. Insurance Requirements. During the duration of this Agreement, Consultant shall maintain the following noted insurance:

	<u>Required</u>	<u>Not Required</u>
Coverage - Broad Form Comprehensive Liability	<u>X</u>	<u> </u>
Business Auto Liability	<u>X</u>	<u> </u>
Workers' Compensation & Employers' Liability	<u>X</u>	<u> </u>
Professional Liability (Errors and Omissions)	<u> </u>	<u>X</u>

a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0404 (Broad Form Comprehensive General Liability);
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) (Automobile Liability, code 1 "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California and Employers' Liability insurance;
- (4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission, or malpractice.

b) Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- (1) Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- (4) Professional Liability (Errors and Omission): \$ _____ combined single limit per occurrence.

c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City.

d) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The City, its officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
- (b) The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- (d) Coverage shall state that 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.

(2) Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from work performed by Consultant for the City.

(3) All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

e) Acceptability of Insurers

Insurance is to be placed with insurers with a Bests' rating of no less than A:XIII. This requirement may, however, be waived in individual cases; provided, however, that in no event will a carrier with a rating below A:X be acceptable.

f) Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be forwarded to the City representative named in Exhibit A.

g) Payment Withhold

The City will withhold payments to the Consultant, if certificates of insurance and endorsements required in paragraph f above have not been provided.

11. Termination. City shall have the right to terminate this Agreement at any time by giving notice of such termination to Consultant. In the event that City shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

In the event that City shall terminate this Agreement:

a) Consultant shall deliver copies of all writings prepared by Consultant pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

b) City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

c) City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as, in the judgment of the City Representative, is necessary to determine the reasonable value of the services rendered by Consultant. In the event of a dispute as to the reasonable value of the services rendered by the Consultant, the decisions of the Director of the City Department administering this Agreement shall be final. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.