City of Biggs

Agenda Item Staff Report
For the Regular City Council Meeting:
June 11, 2013

TO: Honorable Mayor and Members of the City Council

FROM: City Administrator

SUBJECT: Authorization to purchase environmental services for 3069 8th Street.

Background

Earlier in 2013 the City of Biggs acquired the structures and parcel of land located at 3069 8th Street, Biggs, CA (Burke-Trent). The Council has previously expressed the intent to remove the dilapidated structures at 3069 8th Street and sell the parcel in the relatively near future.

In an effort to reduce total demolition costs by self-managing a review of the site and to significantly reducing a demolition bidder's contingency reserves by minimizing the unknowns about the site, staff recommends that the city pay to conduct an asbestos, lead and hazardous materials assessment of the site, as well as complete a Phase 1 environmental review.

This will allow the city to provide the information to potential demolition bidders. And will be very beneficial documentation for the city to provide to potential future purchasers of the property.

Attached: Proposals from Hanover Environmental Services, Inc.

Recommendation:
Authorize the City Administrator to purchase environmental services for 3069 8th Street not to exceed $4500.00.

_____
Mark Sorensen, City Administrator

Initial _____

HANOVER
ENVIRONMENTAL SERVICES INC.

Estimate & Proposal

VIA EMAIL

Client: Mark Sorensen
City Administrator
City of Biggs
PO Box 307, Biggs, CA 95917-0307
P: 530-868-0100
E: mark@biggs-ca.gov

Consultant: Hanover Environmental Services, Inc.
1072 Marauder Street, Suite 220
Chico, CA 95973
F: 530.342.1490
P: 530.342.1333
E: WBono@Hanoverinc.com

Date: June 5, 2013

Project: 3069 8th Street, Biggs, CA 95917

Project Location: 3069 8th Street, Biggs, CA 95917

APN(s): APN: 001-173-006-000

Services Requested: Phase I Environmental Site Assessments to ASTM Practice E1527-05

Hanover Environmental Services, Inc. is pleased to present the following proposal for a Phase I Environmental Site Assessment of the above referenced property. Upon receipt of a signed contract and a completed Information Sheet, the report will be submitted to you within 15 business days. The following is a brief description of tasks to be included in the Phase I Environmental Site Assessment. This investigation will be conducted to ASTM Practice E1527-05 Standard and will include the following:

Scope-of-Services:

The following scope of work follows the ASTM Practice E1527-05 standard, which are the industry standards for such assessments. Hanover will perform the tasks below as interviewees and information is available or *reasonably ascertainable* and as feasible and practically *reviewable* (ASTM E1527-05, Sections 3.2.65 and 3.2.73).

Records Review:
Appropriate records (as outlined in the standards) will be reviewed to help identify recognized environmental conditions in connection with the subject property. Most records to be reviewed pertain not just to the subject property but also to properties within an additional approximate minimum search distance to help assess the likelihood of problems from migrating hazardous substances or petroleum products.

Standard Environmental Records: Standard environmental sources include databases such as the Federal NPL site list, the Federal CERCLIS list, State leaking UST lists, etc. The required sources and approximate minimum search distances are included in the ASTM standard.

Additional Environmental Records: One or more additional state source or local source of environmental records will be checked to enhance and supplement federal and state sources.

Physical Setting Records: A current USGS 7.5 Minute Topographic Map (or equivalent) showing the area on which the property is located will be reviewed. Additional physical setting sources may be obtained to provide information about the geologic, hydrogeologic, hydrologic, or topographic characteristics if conditions have been identified in which hazardous substances or petroleum products are likely to migrate to the property or from or within the property into the groundwater or soil.

Historical Use Records: Previously collected historical data will be incorporated to determine all obvious uses of the property from the present, back to the property's obvious first developed use or back to 1940, whichever is earlier. The sources of historical information, listed in section 8.3.4 of the ASTM standard, include aerial photographs, fire insurance maps, local street directories, etc.

Site Reconnaissance:
The Hanover Environmental Services, Inc. (Hanover) representative will visually and physically observe the subject property and any structures located on the property to obtain information indicating the likelihood of identifying recognized environmental conditions. The Hanover representative will look for evidence of storage tanks, hazardous substance and petroleum product containers, stressed vegetation, stained soil or pavement, wells, pits, ponds, etc.

Interviews with Owners, Occupants, and Government Officials:
The Hanover representative will interview owners, occupants, the key site managers, and government officials to obtain information indicating recognized environmental conditions in connection with the subject property.

Evaluation and Report Preparation:
The findings, opinions and conclusions will be included in a report entitled Phase I Environmental Site Assessment. This report will generally follow the recommended report format in Appendix X4 of the ASTM standard.

Non-scope Issues:
There may be environmental issues or conditions at a property that parties may wish to assess that are outside the scope-of-work. The Phase I Environmental Site Assessment will not include any evaluation of any other potential environmental concerns or potential environmental business risks that are outside the scope of the ASTM Practice E 1527-05. Some non-scope issues include the following (not intended to be an all-inclusive list): asbestos, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, cultural/historic resources, industrial hygiene, health/safety, ecological resources, endangered species, indoor air quality, biological agents, mold, and controlled substances.

Client/User's Responsibilities:
This assessment does not address whether requirements in addition to all appropriate inquiry have been met in order to qualify for the landowner liability protections, including but not limited to the continuing obligation not to impede the integrity and effectiveness of activity and use limitations or the duty to take reasonable steps to prevent releases, or the duty to comply with legally required release reporting obligations. The ASTM and EPA standards state that it is the client/user's responsibility to provide a review of title and judicial records for environmental liens or activity and use limitations. This cost estimate assumes that Preliminary Title Reports for all APNs will be provided by the client and are adequate to determine if environmental liens or activity and use limitations exist. Inquiry into other information to be provided by the client/user is included in the attached Information Sheet.

Estimated Cost for Services:

Phase I Environmental Site Assessment (ASTM Practice E1527-05 and EPA AAI Standards)	$2200
Total	**$2200**

Schedule:
We are available to begin work immediately following successful execution of this contract and receipt of required items signed contract, site location map, and completed information form Client. Work (including issuance of report) will be completed within 15 business days of the receipt of the required items.

Insurance:
Upon request Hanover will provide a certificate of insurance for workman's compensation, automobile, general liability or professional liability insurance carried by this company.

Other Work and Requirements:
No tasks outside the agreed scope of work will be performed without additional payment. Outside tasks include, but are not limited to: additional site visits, additional report modifications, production of additional reports, additional analysis related to changes in the project description. This Proposal and Contract is based on one site visit. If more visits are required the Client will be notified and additional costs may be incurred.

Deliverables:
One bound copy and a CD of the report will be submitted to the Client. Additional hardcopies may be supplied upon request for fee of $65 per copy.

Conditions:
Prices quoted in this proposal are based upon condition that the proposal will be accepted within the period so noted below. Any attachments made and referenced herein are a part of this proposal. Any alterations or deviations from the above specifications involving extra cost of materials or labor will be executed upon written orders for same, and will become an extra charge over and above the sum mentioned in this proposal. All agreements must be made in writing. This proposal shall be binding upon the Contractor for a period not to exceed ninety (90) days.

Assumptions:
This cost estimate assumes that Preliminary Title Reports for all APNs will be provided by the client and are adequate to determine if environmental liens or activity and use limitations exist. The costs included herein assume one site visit. The Client is responsible for providing all known addresses and assessor's numbers for the subject property. It is assumed that addresses and assessor's parcel numbers provided by the Client are accurate.

All documents and information (Hanover cover letter, Estimate & Proposal, and Phase I Environmental Site Assessment Information Sheet) submitted to the CLIENT by Hanover should be considered a part of the contractual agreement package.

General Conditions:

Limitations of Liability:

CLIENT hereby agrees, that to the fullest extent permitted by law, Hanover's total liability to CLIENT, all consultants, contractors, subcontractors or any third party for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorneys fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to Hanover's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the CLIENT for the services of Hanover under this contract or $500,000, whichever is greater.

Disputes:

If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or

other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorneys' fees and other claim-related expenses.

Client Signature: _____ **Date:** _____
(Authorization to proceed)

Client Name: _____
(Print Name)

Title: _____

Consultant Signature: _____ **Date:** June 5, 2013

Will Bono
President
Hanover Environmental Services, Inc.

HANOVER
ENVIRONMENTAL SERVICES, INC.

Estimate & Proposal

VIA EMAIL

Client:	Mark Sorensen City Administrator City of Biggs PO Box 307, Biggs, CA 95917-0307 **P:** 530-868-0100 **E:** mark@biggs-ca.gov	**Consultant:**	Hanover Environmental Services, Inc. 1072 Marauder Street, Suite 220 Chico, CA 95973 **F:** 530.342.1490 **P:** 530.342.1333 **E:** WBono@Hanoverinc.com

Date:	June 5, 2013
Project:	3069 8th Street, Biggs, CA 95917
Project Location:	3069 8th Street, Biggs, CA 95917
APN(s):	APN: 001-173-006-000
Services Requested:	Asbestos Containing Material / Lead Based Paint/ Haz-Mat Survey

Scope-of-Services:

Collect and analyze ten (10) discreet material samples for Asbestos content, all asbestos inspection and sampling will be conducted by a AHERA certified person. Asbestos samples to be analyzed by Polarized Light Microscopy (PLM) by a NVLAP certified laboratory. Collect and analyze ten (10) discreet paint samples for Lead Based Paint, samples to be analyzed by EPA Method 6010b for Total Lead by an Cal. EPA certified laboratory. Inspect property for Hazardous materials

Estimated Cost for Services:

Lead Based Paint / Asbestos Containing Material/ Haz-Mat Survey **$1900**

Schedule:
We are available to begin work immediately following successful execution of this contract and receipt of required items signed contract. Work (including issuance of report) will be completed within 20 business days of the receipt of the required items.

Insurance:
Upon request Hanover will provide a certificate of insurance for workman's compensation, automobile, general liability or professional liability insurance carried by this company.

Other Work and Requirements:
No tasks outside the agreed scope of work will be performed without additional payment. Outside tasks include, but are not limited to: additional site visits, additional report modifications, production of additional reports, additional analysis related to changes in the project description. This Proposal and Contract is based on one site visit. If more visits are required the Client will be notified and additional costs may be incurred.

Deliverables:
Three bound copies of the report will be submitted to the Client

Conditions:
Prices quoted in this proposal are based upon condition that the proposal will be accepted within the period so noted below. Any attachments made and referenced herein are a part of this proposal. Any alterations or deviations from the above specifications involving extra cost of materials or labor will be executed upon written orders for same, and will become an extra charge over and above the sum mentioned in this proposal. All agreements must be made in writing. This proposal shall be binding upon the Contractor for a period not to exceed ninety (90) days.

Assumptions:
Access to the property is provided by others

General Conditions:
Limitations of Liability:
CLIENT hereby agrees, that to the fullest extent permitted by law, Hanover's total liability to CLIENT, all consultants, contractors, subcontractors or any third party for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorneys fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to Hanover's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the CLIENT for the services of Hanover under this contract or $500,000, whichever is greater.

Disputes:
If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorneys' fees and other claim-related expenses.

Client Signature: _____ **Date:** _____
(Authorization to proceed)

Client Name: _____
(Print Name)

Title: _____

Consultant Signature: _____

Date: June 5, 2013

HANOVER ENVIRONMENTAL SERVICES, INC.
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