



## CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

### AGENDA REPORT

**To:** Honorable Mayor and Members of City Council

**From:** Anastazia Aziz, AICP, Senior Planner

**Meeting Date:** February 18, 2015

**Subject:** Approve a service contract with PMC Planning Group, to prepare an Environmental Impact Report for the proposed demolition of the Cal-Am Valve House at 260 Sinex Avenue.

**CEQA:** This action is not a project under section 15378 of the CEQA Guidelines, set forth in California Administrative Code, Title 14, Section 15000, et seq.

#### RECOMMENDATION

Approve a resolution authorizing the City Manager to execute a contract with PMC to provide professional planning services, in an amount not-to-exceed \$73,000.

#### DISCUSSION

The Cal-Am Valve House is a historic structure located within a roundabout at the intersection of Sinex and Eardley. The property is currently owned by California American Water (Cal-Am) and was an operating pump station until recently. In 2004, the property was added to the Pacific Grove Historic Resources Inventory (HRI) by the Historic Resources Committee.

A structural analysis report prepared by Howard Carter Associates, Inc. Structural Engineers and was completed on August 16, 2013 which found numerous structural deficiencies. Based on the report on June 10, 2014, the City's Building Official issued an emergency "Notice and Order to Demolish the Structure" to the property owner (California American Water). On June 25, 2014, this item was heard before the Historic Resources Committee who recommended the applicant apply for a historic demolition permit and associated CEQA review.

On July 31, 2014, California American Water (Cal-Am) applied for a Historic Demolition Permit for the pump station. Temporary fencing was also installed at that time to secure the structure. Because the structure is on the City's Historic Resources Inventory, the demolition of the structure would be considered a significant and unavoidable impact under the California Environmental Quality Act (CEQA) and therefore requires the preparation of an Environmental Impact Report (EIR).

On December 18, 2014, the City issued a request for proposals to prepare an EIR. The deadline for submittals was January 26, 2015. The scope of work consultant will be responsible for includes:

- 1) Project Initiation/Notice of Preparation including documentation using Appendix G of the CEQA Guidelines;
- 2) Public Scoping Meeting;
- 3) Preparation of Administrative Draft EIR (ADEIR);
- 4) Publish Draft EIR (DEIR);
- 5) Preparation of Final EIR (FEIR) and Mitigation and Monitoring and Reporting Program'
- 6) Additional Meetings and CEQA Findings.

For more detailed information please see the attached scope of work, budget and schedule.

The following three proposals were received:

- 1) Kimley Horn at a cost of \$19,637;
- 2) PMC at a cost of \$68,740 plus \$4,000 for optional visual simulations for a total of \$72,740;
- 3) EMC at a cost of \$76,942.

Proposals were rated on the following criteria: understanding of project objectives and timeline; proposed project approach and design principles; ability to provide high quality, cost-effective consultation services; and comparable experience and staffing plan.

PMC is recommended as the most qualified responsible bidder for a number of reasons including: 1) Richard Brandi, the historic subconsultant, is a qualified architectural historian and has the most relevant and appropriate background and qualifications to conduct the Historic Assessment; 2) PMC's 7-month timeline allows for a thorough and efficient process; and 3) PMC demonstrated a thorough understanding of the issues.

This action is not a project under section 15378 of the CEQA Guidelines, set forth in California Administrative Code, Title 14, Section 15000, et seq.

## FISCAL IMPACT

None. The EIR is in support of a Historic Demolition Permit and the cost burden will be borne by the applicant. The City is retaining the consultant to ensure impartiality and will be reimbursed for all direct costs by Cal-Am.

## ATTACHMENTS

1. Draft Resolution
2. Request for Qualifications and Scope of Work
3. PMC Scope (Exhibit A) and Budget

Respectfully submitted,



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Anastazia Aziz, AICP  
Senior Planner

Reviewed by:



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Thomas Frutchey  
City Manager

**RESOLUTION NO. 15-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PMC  
TO PREPARE A FINAL ENVIRONMENTAL IMPACT REPORT, INCLUDING  
PROPOSED FINDINGS, IN SUPPORT OF AN HISTORIC DEMOLITION PERMIT  
HPD 14-405 FOR A STRUCTURE LOCATED AT 260 SINEX AVENUE THAT IS  
LISTED ON THE CITY'S HISTORIC RESOURCES INVENTORY**

**FINDINGS**

1. The existing Pump Station is a historic structure located within a roundabout at the intersection of Sinex and Eardley. The property is currently owned by California American Water (Cal-Am) and was an operating pump station until recently. In 2004, the property was added to the Pacific Grove Historic Resources Inventory (HRI) by the Historic Resources Committee
2. A structural analysis report prepared by Howard Carter Associates, Inc. Structural Engineers and was completed on August 16, 2013 which found numerous structural deficiencies. Based on the report on June 10, 2014, the City's Building Official issued an emergency "Notice and Order to Demolish the Structure" to the property owner (California American Water).
3. On June 25, 2014, this item was heard before the Historic Resources Committee who recommended the applicant apply for a historic demolition permit and associated CEQA review.
4. On July 31, 2014, California American Water (Cal-Am) applied for an Historic Demolition Permit for the pump station located at 260 Sinex Ave. Temporary fencing was also installed at that time to secure the structure. Because the structure is on the City's Historic Resources Inventory, the demolition of the structure would be considered a significant and unavoidable impact under the California Environmental Quality Act (CEQA) and therefore requires the preparation of an Environmental Impact Report (EIR).
5. On December 18, 2014, the City issued a request for proposals to prepare an EIR. The deadline for submittals was January 26, 2015. Three proposals were received.
6. The contract will be funded by the Historic Demolition Permit applicant, California American Water.

7. The scope of work includes: 1) Project Initiation/Notice of Preparation including documentation using Appendix G of the CEQA Guidelines; 2)Public Scoping Meeting; 3)Preparation of Administrative Draft EIR (ADEIR); 4) Publish Draft EIR (DEIR); 5) Preparation of Final EIR (FEIR) and Mitigation and Monitoring and Reporting Program; 6)Additional Meetings and CEQA Findings.
8. PMC is recommended as the most qualified responsible bidder for a number of reasons including: 1) Richard Brandi, the historic subconsultant, is a qualified architectural historian and has the most relevant and appropriate background and qualifications to conduct the Historic Assessment; 2) PMC's 7 month timeline allows for a thorough and efficient process; and 3) PMC demonstrated a thorough understanding of the issues.
9. This action does not constitute a "Project" as that term is defined under the California Environmental Quality Act (CEQA), CEQA Guideline Section 15378, as the submittal of a grant application is an administrative activity that will not cause a physical change to the environment.

**NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE:**

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The Council authorizes authorizing the City Manager to execute an agreement with PMC for the preparation of a Final Environmental Impact Report including associated Findings, in an amount not to exceed \$73,000.
3. This Resolution shall take effect immediately following passage and adoption thereof.

**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE**  
this 18<sup>th</sup> day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

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BILL KAMPE, Mayor

ATTEST:

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SANDRA KANDELL, Deputy City Clerk

APPROVED AS TO FORM:

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DAVID C. LAREDO, City Attorney



# CITY OF PACIFIC GROVE REQUEST FOR PROPOSALS

**Environmental Review Services  
Demolition of the Pump Station, 260 Sinex Ave  
December 18, 2014**

The City of Pacific Grove is accepting proposals from qualified firms to provide environmental review services to support the City's Community and Economic Development Department. The project includes the demolition of the California American Water Pump Station, located at 260 Sinex Ave., which was added to the City of Pacific Grove Historic Resources Inventory in 2011. The project requires an Environmental Impact Report for the demolition of the historic structure.

If you or your firm has experience in the development and maintenance of Environmental Impact Reports, we invite you to respond to this Request for Proposals (RFP).

## **General Information**

The purpose of this request for proposals (RFP) is to provide interested consultant firms with sufficient information concerning the services desired by the City of Pacific Grove. This information is intended to enable the firms to prepare and submit proposals to prepare an Environmental Impact Report for a request to demolish a historic building located at 260 Sinex Ave in Pacific Grove, CA.

## **Proposals Submission**

In order for the proposal to be examined by the City of Pacific Grove, the proposal package must include:

- An original of the entire proposal, including all original ink signatures.
- Five (5) complete copies of the entire proposal, labeled "Copy."
- Electronic version of the entire proposal on a CD.

Please deliver or ship copies so as to insure prompt delivery to:

Sandra Kandell, Deputy City Clerk  
Pacific Grove City Hall  
300 Forest Avenue  
Pacific Grove, California 93950

**RFP ISSUE DATE: December 18, 2014**

**PROPOSAL DUE DATE & TIME: Monday, January 23, 2015, 3:00 p.m.**

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

It is the proposer's sole responsibility to submit the proposal on time. Proposals which are received after the exact time and date indicated above will not be considered. Proposals will remain confidential in their entirety until City evaluation and analysis is complete and a recommendation of award has been submitted to the City Council.

Once submitted, the proposals and any supplementary documents become the property of the City.

**Inquiries**

If the consultant has any questions in regard to this RFP, contact:

Anastazia Aziz, AICP at (831) 648-3192, [aaziz@cityofpacificgrove.org](mailto:aaziz@cityofpacificgrove.org)

**I. PROJECT DESCRIPTION**

The project is located at 260 Sinex Ave at the junction of Sinex Ave., Eardley Ave., and 9<sup>th</sup> St., in Pacific Grove, CA (APN: 006-528-001). On June 10, 2014, the City of Pacific Grove Building Official determined that the building located at 260 Sinex Ave. was damaged beyond repair. The property consists of an unused-pump station that is located in the City of Pacific Grove Area of Special Biological Significance and is listed on the City of Pacific Grove Historic Resources Inventory. The pump station is owned by California American Water. A Historic Demolition Permit was submitted by the owner of the building to the Community and Economic Development Department on July 7, 2013 to remove the property from the inventory and demolish the structure. An EIR is required to evaluate the demolition of a structure listed on the Historic Resources Inventory. The City has a Structural Assessment Report prepared by Howard Carter Associates, Inc. Structural Engineers and a Hazardous Materials Assessment prepared by S. Tech Consultants on file for the existing structure (See Attachment A and B).

**II. SCOPE OF WORK**

**A. General Requirements**

The EIR shall meet all of the requirements set forth in the California Environmental Quality Act (Public Resources Code 21000 et seq.) and the State CEQA guidelines (California Code of Regulations, section 15000 et seq.).

**B. Specific Requirements**

Issues related to Cultural Resources should be addressed in the EIR, including any supporting documents such as a Phase 1 Historic Report or a DPR 523 form. Other

issues to make the EIR a complete document in compliance with CEQA and the State CEQA Guidelines should also be addressed.

Identified impacts shall be designated as significant or insignificant pursuant to the criteria of CEQA and the State CEQA Guidelines, and any thresholds or criteria used by the City. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended.

Mitigation measures should be described in detail and should be specific to the project. Two types of mitigation measures should be recommended: measures addressing impacts related to the primary impacts; and measures addressing impacts related to the secondary impacts associated with the proposed project.

The alternatives analysis, while mostly a qualified effort, shall make all efforts to use or cite existing applicable detailed information to make for as meaningful a comparison as possible to the proposed project.

A comprehensive mitigation monitoring program, pursuant to Public Resources Code section 21971.6, shall be developed for applicable mitigation measures. The monitoring program shall incorporate both monitoring by the City and reporting by the developer, with subsequent report verification by on-site inspection, if necessary.

The consultant is expected to execute the City of Pacific Grove Agreement for Professional Services (see Attachment C).

#### **C. Staff Meetings**

The consultant shall be available for a “kick-off” meeting and to meet with one or more City staff members when given advance notice. The cost estimate shall include the “kick-off” meeting and up to three (3) other meetings.

#### **D. Scoping Meetings/Public Hearings**

The consultant shall include separate costs for attending three public hearings, including a scoping meeting. The consultant shall be prepared to respond to questions, make presentations and/or participate in an advisory capacity during these meetings/hearings.

### **III. PROPOSAL SUBMISSION INSTRUCTIONS**

#### **A. General**

Please read the instructions carefully and check your RFP package immediately upon receipt to ensure that you have in your possession all of the necessary information. The RFP is posted on the City of Pacific Grove website at [www.cityofpacificgrove.org](http://www.cityofpacificgrove.org). Copies of the RFP may be obtained at:

Pacific Grove City Hall

Community & Economic Development Department (2<sup>nd</sup> Floor)  
300 Forest Avenue  
Pacific Grove, CA 93950  
831-648-3190

Questions pertaining to this RFP may be directed to Anastazia Aziz, AICP, Senior Planner at (831) 648-3192 or [aaziz@cityofpacificgrove.org](mailto:aaziz@cityofpacificgrove.org).

## **B. Proposal Content**

The proposal shall contain the following sections:

1. Qualifications – A brief description of your firm, including its history and the company's direct and related experience with recent relevant projects. Indicate applicable licenses, credentials, and professional training held by the firm principal(s) and key personnel. Include resumes for all personnel who will conduct the project work.
2. Technical – Describe the approach to be taken in carrying out the Scope of Work, which demonstrates that your firm understands of the project. Provide a proposed work plan, project schedule, personnel assignments and estimated number of hours, by task. Describe in detail your firm's ability to complete the project and ability to work within the time schedule.
3. References - Provide at least three references for projects that you consider closely related to ours. Give name, as well as the current address and phone number of the client representatives.
4. Insurance – List types and limits of the firm's insurance. Insurance requirements are described in the City of Pacific Grove's Agreement for Professional Services (Attachment A).
5. Costs – Provide a cost breakdown by task and a total budget. Include billing rates and an hourly breakdown by task for each person working on the project.

## **IV. PROPOSAL EVALUATION**

### **A. General**

City staff will evaluate proposal submissions. The City reserves the right to interview prospective firms/individuals prior to making its selection. The City also reserves the right to rely on information from sources other than the information provided by the respondents.

The City may seek written clarification from any or all proposers in order to better understand and evaluate the proposal. This process may not be used as an opportunity

to submit missing documentation or to make substantive revisions to the original proposal.

**B. Evaluation Process**

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of the background and scope of work for the project;
- The consultant's proposed methods and procedures;
- The consultants management, personnel, and experience;
- Cost Estimates

**V. CITY OF PACIFIC GROVE DISCRETION AND NON-LIABILITY**

It should be noted that all the material, exhibits, and data presented in this Request for Proposal and Supplemental Information is general in nature and shall not be deemed as representations or inducements to which the City is bound. Proposers are advised to conduct independent evaluations of all factual, financial, and legal matters upon which their proposal is based. The City reserves the right to reject all proposals, reschedule or re-solicit proposals if deemed to be in the City's best interest.

**Attachment A:** Structural Analysis Report, Howard Carter Associates, Inc.

**Attachment B:** Hazardous Materials Report, S. Tech Consulting

**Attachment C:** City of Pacific Grove Agreement for Professional Services



HOWARD CARTER ASSOCIATES, INC. STRUCTURAL ENGINEERS  
9600 Blue Larkspur Lane, Monterey, CA 93940, (831) 373-3119, FAX (831) 373-5872

## Structural Assessment Report

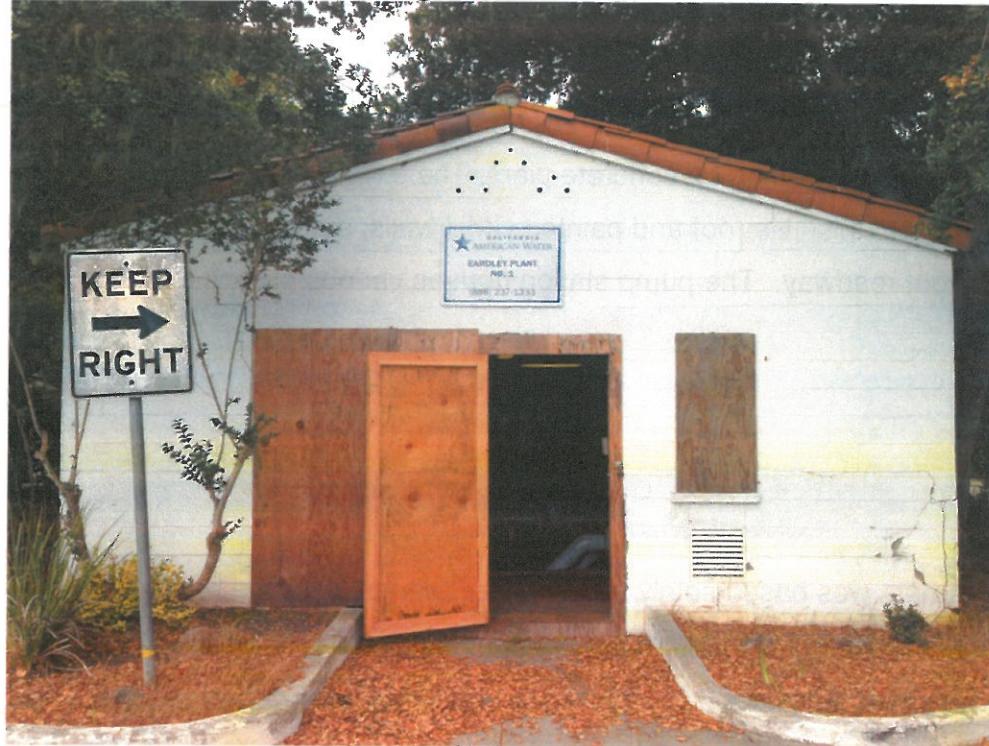
for:

Bestor Engineering, Inc.  
9701 Blue Larkspur Lane  
Monterey, CA 93940  
(831) 373-2941

Regarding:

California American Water Eardley Pump station Plant No. 1

August 16, 2013





HOWARD CARTER ASSOCIATES, INC. STRUCTURAL ENGINEERS  
9600 Blue Larkspur Lane, Monterey, CA 93940, (831) 373-3119, FAX (831) 373-5872

## Introduction

On August 12, 2013, Cesar V. Garcia of Howard Carter Associates, Inc. was on site to provide a limited visual observation in order to determine a general structural condition of the pump station at the request of Pat Ward (Bestor Engineers, Inc.). Only the structural aspects of the building were considered, not other disciplines.

## Building Description

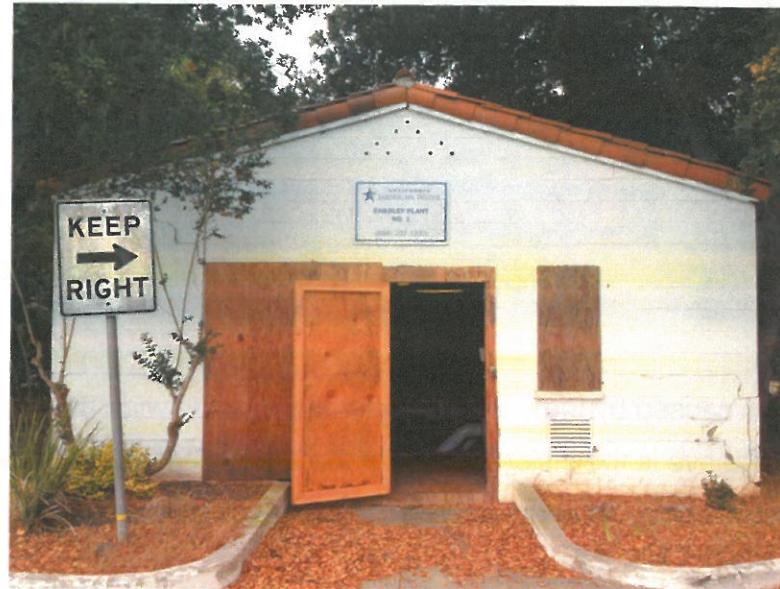
The pump station is a one story building (approx. 860 sq. ft.), built at the center of the roundabout intersection of Eardley & Sinex Avenues. The building is located on a flat lot with concrete perimeter footing/retaining walls and a raised wood floor interior. The structural construction type is an unreinforced masonry bearing wall building using (4x8x16) CMU blocks with a light-frame wood roof. The interior of the building has a combination of concrete slab and raised wood floor framed with large 2x planks spanning over girders sitting on concrete piers. The exterior of the structure is finished with a grouted Spanish tile roof and painted CMU walls, surrounded by landscaping and the roundabout roadway. The pump station houses various pumps and electrical equipment.

## Assessment Based On

This assessment was based solely on a visual observation of the building, interior and exterior. Destructive testing methods were not used.

## Findings and Conclusion

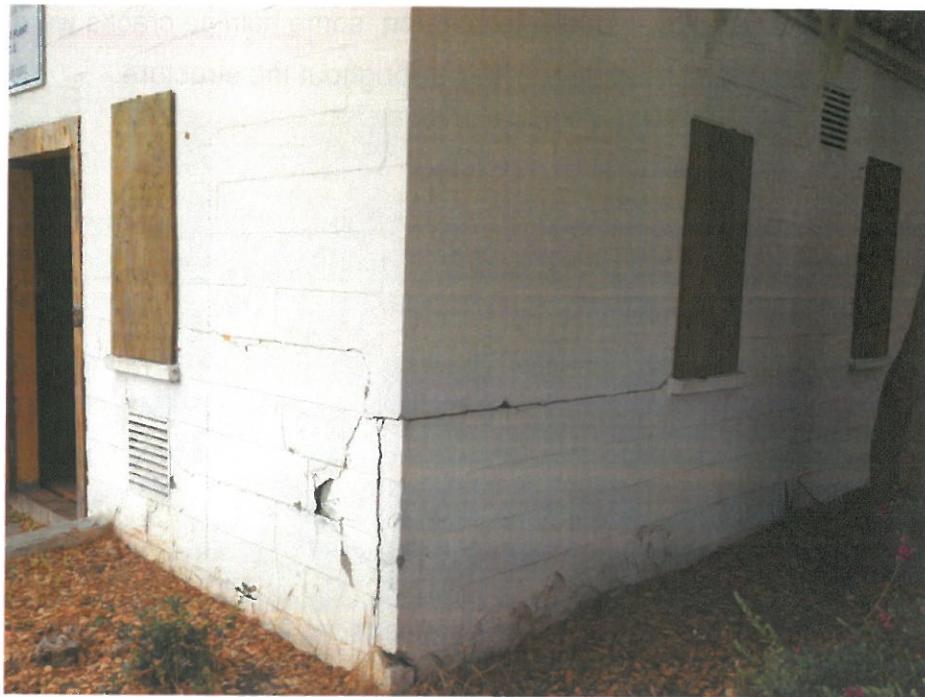
From the visual observation of the building and reported accounts of a vehicle colliding into the building, it appears the pump station has received substantial damage to the North-East end of the building. The entrance to the building is located on the North-East end wall as seen below. Due to the damage, a temporary door was re-built into the shoring wall framed out of wood studs and plywood. A portion of the end wall was removed including an existing window as seen in the before and after pictures shown below:



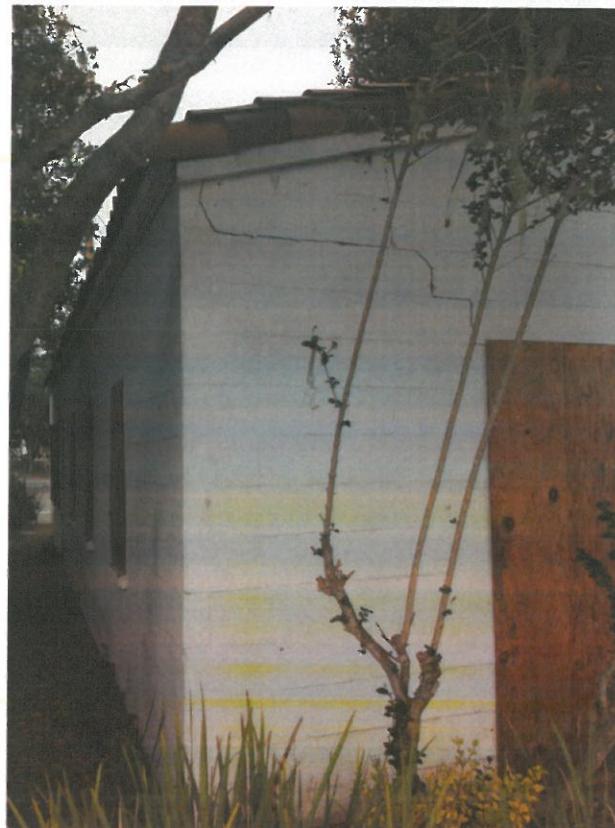
Due to the age and visual evidence from the exposed walls it has been determined that this structure is an unreinforced masonry bearing wall building. There is no wall to roof anchorage ties anywhere along the building's interior perimeter which is common for this building construction type.



Some of the cracks caused by the vehicle impact are over  $\frac{1}{4}$ " wide allowing daylight to shine thru. Shown above is the inside portion of the remaining wall on the North-East end wall. Turning the corner from the end wall to the north wall, damage was observed to continue as shown on the following picture.



Due to the substantial damage caused to the North-East end wall and adjacent walls, the redundancy of the building has been greatly reduced. I would expect the structure to experience significant torsion during a seismic event due to the damage to this end wall.

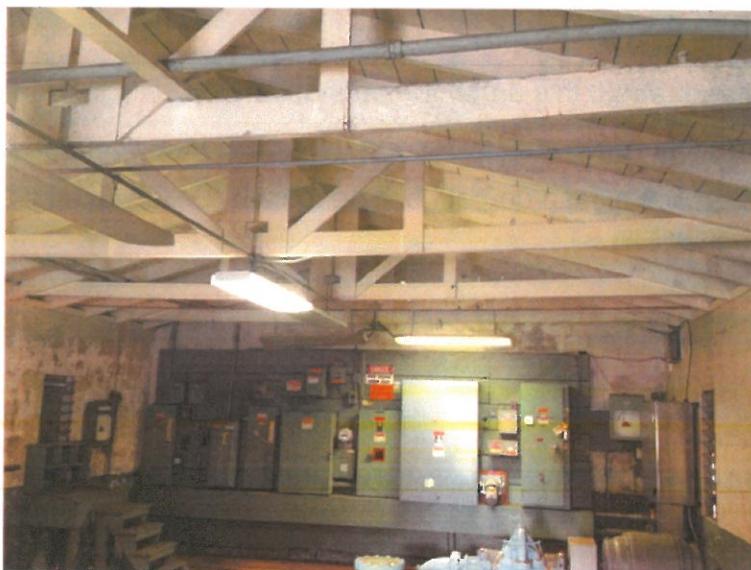


In addition to cracks caused by the vehicle collision, some hairline cracks were noticed off of arbitrary window corners and grout lines throughout the structure.





Significant deflection was observed in the roof framing collar tie trusses as can be seen in the picture above. The buildings roof consists of grouted Spanish tile over 1x8 board sheathing and 2x6 rafters spaced at 24"o.c. between the collar tie trusses spaced at six feet on center. Due to the building use, extra moisture can be introduced into the building by leaks in the pumps or maintenance. This additional moisture can deteriorate the roof supporting wood framing therefore reducing its load carrying capacity.



In conclusion, my visual evaluation of the existing damaged pump station includes the following building deficiencies:

1. The structure lacks a complete load path for seismic force effects in any horizontal direction that serves to transfer the inertial forces from the mass to the foundation due to a lack of CMU reinforcement and wall anchorage ties at the roof. High wind gusts could also affect the stability of the perimeter walls.
2. The structures redundancy has been greatly diminished due to the damage to the North-East end wall. This deficiency will likely introduce torsional stresses to the building's lateral force resisting walls.
3. Material age, excessive moisture, deterioration and potentially undersized roof supporting framing evidenced by the excessive deflection of the roof. Potential life span of the roof moving forward is significantly short.
4. Visible deterioration of the masonry joints throughout the building. This has potentially brittle failure consequences during a seismic event.

Based on the listed deficiencies, we have concerns about the building's current state and continued deterioration not surviving a significant seismic event or high wind exposure. It is our understanding that the out of service pumps inside the building will be removed, requiring underground work that could disturb the structure. We highly recommend the building be demolished before any kind of underground work is undertaken due to life safety concerns.

Attempts to repair and retrofit this unreinforced masonry building in order to salvage it would be fiscally irrational. Those fixes/repairs are outside the scope of this report. If there are any questions please do not hesitate to call.

Respectfully Yours,



Cesar V. Garcia, PE69324

# S TECH CONSULTING

## Hazardous Materials Assessment

### *Pre-Demolition, Water Pump House*

Site: Intersection of Sinex and Eardley, Pacific Grove, California

Project: 11139

Prepared for: R.B. Construction, Inc.

September 10, 2011

STech Consulting was retained by R.B. Construction Inc. to perform a pre-demolition hazardous materials assessment on a Cal-Am Water Company pump house located in the intersection of Sinex and Eardley in the City of Pacific Grove, California. The age of the structure and damage apparently sustained by a vehicle collision have resulted in the need to demolish the building. Our investigation focused on asbestos containing materials, lead-based paints, and lighting tubes and ballasts.

Both the EPA and Cal-OSHA require the sampling of suspect asbestos containing materials prior to the material being disturbed. If asbestos is present, it must be properly handled and disposed of. Lead paint is also regulated by the EPA and OSHA to prevent creating a lead risk hazard for workers and building occupants. Other materials, referred to as universal waste, should be segregated before demolition.

The site visit took place September 6, 2011 by Sean Tillema, a State of California Registered Environmental Assessor, a California Division of Occupational Safety and Health Certified Asbestos Consultant, and California Department of Public Health Certified Lead Related Construction Inspector / Risk Assessor. RB Construction representatives assisted us with access to the structure.

### Background, Property Description, & Scope of Work

Our scope of work was to assess and sample all above ground materials that will be impacted by the demolition of the pump house. Our services did not include any sub-surface investigation.

The structure appears to date back to the 1930s and has changed very little over the years. The building is a concrete, single story open layout building. The roof is wood framed with a clay tile roof with concealed roofing felt layers. There are two types of windows on the building; a louvered window system and a metal casement window system. The casement windows have a thick glazing around each individual pane of glass.

The interior of the building houses various pipes, pumps, motors, and electrical equipment. It is one large open area with a subfloor separating a crawl space. The subfloor boards can be lifted where the large water supply pipes emerge from underground.

There are no finish materials inside the buildings. Flooring is either painted concrete or the painted sub-floor boards. The ceiling is the exposed painted wood structure.

The painted mechanical equipment have gaskets between various sections of pipe. Overhead lighting is by fluorescent fixtures that appear to be relatively new.

The structure shows signs of a collision to the exterior concrete, most likely from a vehicle hitting the building.



Pre-Demolition Hazardous Materials Assessment - Sinex/Eardley Pump House, Pacific Grove

## Asbestos Containing Materials

Asbestos-containing material (ACM) is defined by the Federal Environmental Protection Agency (EPA) as material containing more than one percent asbestos as determined by Polarized Light Microscopy(PLM), however, the California Department of Occupational Safety and Health (Cal-OSHA) classifies any material as having greater than one tenth of one percent (>0.1%) asbestos as asbestos-containing construction material (ACCM). Asbestos containing material is divided into friable or non-friable categories. Friability refers to the likelihood of the material readily releasing airborne fibers when disturbed. Materials found to contain trace levels of asbestos, below 1% must either be assumed to be asbestos containing material or further analyzed by the more precise Point Count method for confirmation purposes.

The following conclusions were arrived at from the field inspection and the analytical results:

- \* **Asbestos was identified at a trace level in the window putty of the metal casement style windows.** Confirmed by 1000 point count analysis, the putty contains less than (<) 0.1% Chrysotile asbestos. This low level of asbestos is not regulated by the EPA. It is not classified as ACM or ACCM by Cal-OSHA. However, precautions during the demolition are still required. See the summary for additional guidance. There is less than 10 square feet of material present on the windows.
- \* While not observed, asbestos cement pipes are commonly used to deliver water. These lines may be concealed below grade.

Analysis was performed by AmeriSci Los Angeles on a client requested expedited turnaround. Six samples were collected from the building. One sample required additional analysis by the 1000 point count method. The table below lists the individual samples collected. Samples in red are asbestos containing. The laboratory results are attached at the end of this document. See the summary for additional information.

Sample Number	Material Sampled	Sample Location	Analytical Results NAD = No Asbestos Detected
001	Window Putty	Casement Style Windows	<0.1% Chrysotile by 1000 PC
002	Gasket	Water Line Joints	NAD
003	Roofing Felt	Under Tile Roofing - Layer 1	NAD
004	Roofing Felt	Under Tile Roofing - Layer 2	NAD
005	Tile Roofing	Roof	NAD
006	Concrete	Exterior Building	NAD

## Lead-Based Paints

Lead-Based Paint (LBP), as defined by EPA, is of concern both as a source of direct exposure through ingestion of paint chips, and as a contributor to lead interior dust and exterior soil. Lead was widely used as a major ingredient in most interior and exterior oil-based paints prior to 1950. Lead compounds continued to be used as corrosion inhibitors, pigments and drying agents from the early 1950's. In 1972, the Consumer Products Safety Commission limited lead content in new paint to 0.5% (5000 ppm) and, in 1978, to 0.06% (600 ppm). Today, for purposes of lead paint inspection, EPA defines LBP as paint containing greater than 0.5% (5000 ppm) lead by weight or greater than 1.0 mg/cm<sup>2</sup> by surface area.

As of April 22, 2010 the EPA enacted the Renovation, Repair, and Painting Rule (RRP) to better protect building occupants from lead exposure during construction activities. According to the rule, unless testing has proven otherwise, paints must be assumed to be LBP in pre-1978 housing, childcare facilities, schools, or other locations frequented by children. The presence of LBP invokes a number of requirements to be enacted to prevent a lead risk hazard from being created. Amongst the requirements are contractor certification for lead safe work practices (RRP Certified), educational outreach for occupants, and the usage of lead safe work practices along with dust sample confirmation at the conclusion of the project.

For employee protection, OSHA does not define a lower 'safe' lead content in a material. Rather, they base their criteria on exposure data derived from air sample collection in the worker's breathing zone. The logic is that any level of lead has the potential to negatively impact a worker's health depending on the task being performed and the duration of the activity. OSHA breaks different activities into 'trigger tasks' based on the increasing likelihood for a substantial exposure to occur. When interpreting paint testing results, any lead content in the sample enacts certain elements of the OSHA 'Lead in Construction Standard'. To what extent can only be determined by performing an exposure assessment.

While OSHA and EPA have very different ways of regulating leaded paints both have the shared goal of limiting the creation of a lead risk hazard, be it for a child or an adult in an occupational setting.

At the subject site, numerous painted surfaces were observed on the pipes, building materials, and the electrical and control panels and motors. Paints varied from intact to severely deteriorated.

Sampling was conducted by X-ray Fluorescence (XRF), which provides instant onsite analysis. STech uses a state of the art Innov-X Delta Dynamic XRF that is fully approved for onsite analysis. For statistical precision, the Innov-X reports a maximum lead content of 'greater than (>) 5.0 mg/cm<sup>2</sup>'. When the maximum value is reported, the painted surface contains a very high lead content.

The XRF assay data is in a table on the following page. The following conclusions were drawn from the testing:

- \* **The mechanical equipment inside the pump house is coated with EPA Lead-Based Paint. This includes the water lines, motors, and other floor mounted mechanical equipment.**
- \* **The sections of the wood subfloor coated with yellow paint contain lead levels exceeding the EPA threshold.**
- \* **The metal window frames are coated with EPA Lead-Based Paint.**
- \* **For contractor OSHA compliance, all paints had a quantifiable lead content.**

Pre-Demolition Hazardous Materials Assessment - Sinex/Eardley Pump House, Pacific Grove

EPA LBP is lead greater than 1.0mg/cm<sup>2</sup> by XRF analysis or in excess of 5,000 ppm by paint chip analysis. **This is NOT a waste profile test (TCLP, TTLC, STLC)**

Assay Number	Analysis	Area	Location & Component	Substrate	XRF: mg/cm <sup>2</sup>
1	XRF	Interior	Perimeter Wall - White	Concrete	0.01
2	XRF	Interior	Perimeter Wall - Green	Concrete	0.06
3	XRF	Interior	Mechanical Piping	Metal	>5.0
4	XRF	Interior	Wood Floor - Red Area	Wood	0.13
5	XRF	Interior	Wood Floor - Yellow Area	Wood	4.83
6	XRF	Interior	Ceiling Joists	Wood	0.04
7	XRF	Interior	Ceiling	Wood	0.18
8	XRF	Interior	Floor	Concrete	0.34
9	XRF	Interior	Window Frame	Metal	1.20
10	XRF	Interior	Electrical Panels	Metal	0.04
11	XRF	Interior	Pipes Under SubFloor	Metal	0.18
12	XRF	Interior	Pipes Under SubFloor	Metal	0.09
13	XRF	Interior	Pipes Under SubFloor	Metal	0.10
14	XRF	Exterior	Perimeter Walls	Concrete	0.12
15	XRF	Exterior	Perimeter Walls	Concrete	0.29
16	XRF	Exterior	Window Frame	Metal	1.20
17	XRF	Exterior	Upper Wood Trim	Wood	1.20

## Pre-Demolition Hazardous Materials Assessment - Sinex/Eardley Pump House, Pacific Grove

### Other Materials of Concern

The lighting in the building is fluorescent based. Fluorescent tubes and bulbs contain mercury. The mercury is released if the bulb is broken. Tubes must be removed from the fixtures prior to demolition.

Tube type fixtures contain ballasts which in the past contained Polychlorinated biphenyls (PCBs), a carcinogen. Ballasts are either labeled 'No PCBs' or must be assumed to be PCB containing. Ballasts without the proper labeling should be segregated and not crushed. As is standard during tube removal, the workers should confirm the 'No PCBs label' is attached to the ballasts.

We saw numerous stains on the concrete and below the sub-floor. The stains appear to have originated from mechanical fluids that have leaked onto the surfaces.

### Summary of Findings

#### Asbestos

The low level of asbestos in the window putty is below regulated levels by the EPA. The level is also below the OSHA requirement to have a Division of Occupational Safety & Health (DOSH) registered asbestos contractor remove the materials. However, OSHA still maintains certain training and universal precautions be implemented when working with asbestos at any amount. For this reason, our recommendation is to always use a DOSH licensed asbestos removal contractor to ensure safety and liability protection.

The demolition of the building will require a ten day notification be submitted to the Monterey Bay Unified Air Pollution Control District.

#### Lead-Based Paint

Lead-Based Paint was identified on various component at the site. Loose and flaky paint should be stabilized prior to demolition. Metals being recycled do not typically require anything more than paint stabilization. Contractors should verify with scrap yard or landfill regarding their requirements for accepting leaded debris.

OSHA has numerous requirements for working with lead. Contractors are responsible for protecting their work force from exposure to lead particulate. Contractors not familiar with the requirements of the Lead in Construction standard can download an excellent Cal-OSHA fact sheet by following this link [http://www.dir.ca.gov/dosh/dosh\\_publications/lead-fct-sheet-rev.pdf](http://www.dir.ca.gov/dosh/dosh_publications/lead-fct-sheet-rev.pdf)

#### Other Materials of Concern

Fluorescent tubes must be removed prior to demolition. The environmental or demolition contractor should locate the 'No PCBs' sticker on the ballasts of the fluorescent fixtures. Should the sticker not be present, the ballasts must be removed as PCB containing.

The owner may wish to hire a geotechnical firm to further investigate the staining from mechanical fluids leaking. This may have impacted the soil quality beneath the subfloor. We can offer recommendations for local firms if needed.

Should you have any questions please feel free to call us at 831.883.8415

**STech Consulting**



**Sean Tillema**

REA #30054

CAC #07-4257

LBP Inspector / Risk Assessor #1646

Pre-Demolition Hazardous Materials Assessment - Sinex/Eardley Pump House, Pacific Grove

## Limitations

This report is not intended to identify all hazards or unsafe conditions or to imply that others do not exist. This survey was planned and implemented on the basis of a mutually agreed scope of work and STech's experience in performing this type of assessment.

Areas outside our scope or inaccessible areas are excluded from this report. The asbestos survey was not conducted using AHERA protocol, typical of school surveys. Lead testing was representative and non-HUD protocol.

STech Consulting has performed this survey in a professional manner using the degree of skill and care exercised for similar projects under similar conditions, by reputable and competent environmental consultants. STech Consulting shall not be responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time that this survey was conducted.

STech Consulting further states that no warranties, expressed or implied, are made regarding the quality, fitness, or results to be achieved as a consequence of this report or impacted by information not properly disclosed to STech at the time of this report. It further states that no responsibility is assumed for the control or correction of conditions or practices existing at the premises of the client.



Please Reply To:

Agenda No. 6A, Attachment 2

Page 20 of 35

**AmeriSci Los Angeles**

24416 S. Main Street, Ste 308  
Carson, California 90745  
TEL: (310) 834-4868 • FAX: (310) 834-4772

**FACSIMILE TELECOPY TRANSMISSION**

**To:** Sean Tillema  
STech Consulting LLC

**Fax #:**

**Email:** Sean@stechconsulting.com, labresults@stechconsulting.com

**From:** Paola Ducoing

**AmeriSci Job #:** 911091248

**Subject:** PLM 1000 point count 24 hour Res

**Client Project:** 11139; RB Construction; Sinek / Eardley, Pacific Grove, CA

**Date:** Saturday, September 10, 2011  
**Time:** 09:23:18

**Comments:**

**Number of Pages:** 3  
(including cover sheet)

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24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

## PLM Bulk Asbestos Report

STech Consulting LLC  
Attn: Sean Tillema  
832 S. Benson Ave.  
  
Ontario, CA 91762

Date Received 09/09/11 AmeriSci Job # 911091248  
Date Examined 09/10/11 P.O. #  
Page 1 of 1  
RE: 11139; RB Construction; Sinek / Eardley, Pacific Grove, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
001	911091248-01	Yes	Trace (<0.1 % pc) <sup>1</sup> (by 1000 pt ct) by Paola Ducoing on 09/10/11

**Location:** Window Putty / Interior Metal Windows Sample #01

**Analyst Description:** Grey, Homogeneous, Non-Fibrous, Window Putty

**Asbestos Types:** Chrysotile <0.1 % pc

**Other Material:** Non-Asbestos/Inert 2.3 %

**Comment:** Heat Sensitive (organic): 6.9%; Acid Soluble (inorganic): 90.8%; Inert (Non-asbestos): 2.3%

**Reporting Notes:**

(1) 1000 Point Count Analysis performed on Inert Residue remaining after 480C heat and HCl acid treatments

Analyzed By: Paola Ducoing Paola - ; Date Analyzed: 9/10/2011 9/10/11

\*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0, CA ELAP lab #2322); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: Paola 9/10/11

**Subject:** Re: 911091204E 11139 RB Construction  
**From:** Sean Tillema <sean@stechconsulting.com>  
**Date:** 9/9/2011 10:53  
**To:** Javier Cortes <jcortes@amerisci.com>, Glenn Massey <gmassey@amerisci.com>  
**CC:** Mary David <mdavid@amerisci.com>

Please 1000PC sample 001, 24 Hour TA. Thanks.  
On Sep 9, 2011, at 10:44 AM, Javier Cortes wrote:

| <911091204E.pdf>

*Rec'd BY  
9/9/2011 @ 11:05.*



Please Reply To:

Agenda No. 6A, Attachment 2

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**AmeriSci Los Angeles**

24416 S. Main Street, Ste 308

Carson, California 90745

TEL: (310) 834-4868 • FAX: (310) 834-4772

**FACSIMILE TELECOPY TRANSMISSION**

**To:** Sean Tillema  
STech Consulting LLC

**Fax #:**

**Email:** Sean@stechconsulting.com, labresults@stechconsulting.com

**From:** Arturo A. Aldana  
**AmeriSci Job #:** 911091204  
**Subject:** PLM 24 hour Results  
**Client Project:** 11139; RB Construction; Sinek / Eardley, Pacific Grove, CA

**Date:** Thursday, September 08, 2011  
**Time:** 11:39:21

**Comments:**

**Number of Pages:** 4  
(including cover sheet)

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## PLM Bulk Asbestos Report

STech Consulting LLC  
Attn: Sean Tillema  
832 S. Benson Ave.  
Ontario, CA 91762

Date Received 09/08/11 AmeriSci Job # 911091204  
Date Examined 09/08/11 P.O. #  
Page 1 of 2  
RE: 11139; RB Construction; Sinek / Eardley, Pacific Grove, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
001	911091204-01 <b>Location:</b> Window Putty / Interior Metal Windows	Yes	Trace (<1 %) (by CVES) by Arturo A. Aldana on 09/08/11
		<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Window Putty <b>Asbestos Types:</b> Chrysotile <1. % <b>Other Material:</b> Non-fibrous 100 %	
002	911091204-02 <b>Location:</b> Gasket / Interior Water Line 1	No	NAD (by CVES) by Arturo A. Aldana on 09/08/11
		<b>Analyst Description:</b> Black, Homogeneous, Fibrous, Gasket <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 7 %, Non-fibrous 93 %	
003	911091204-03 <b>Location:</b> Roofing Felt / Tile Roof - Layer 1	No	NAD (by CVES) by Arturo A. Aldana on 09/08/11
		<b>Analyst Description:</b> Black, Homogeneous, Fibrous, Roofing Felt <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 13 %, Non-fibrous 87 %	
004	911091204-04 <b>Location:</b> Roofing Felt / Tile Roof - Layer 2	No	NAD (by CVES) by Arturo A. Aldana on 09/08/11
		<b>Analyst Description:</b> Black, Homogeneous, Fibrous, Roofing Felt <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 13 %, Non-fibrous 87 %	
005	911091204-05 <b>Location:</b> Tile Roofing / Roof	No	NAD (by CVES) by Arturo A. Aldana on 09/08/11
		<b>Analyst Description:</b> Brick Red, Homogeneous, Non-Fibrous, Cementitious, Roofing <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 100 %	

AmeriSci Job #: 911091204  
Client Name: STech Consulting LLC

Agenda No. 6A, Attachment 2  
Page 25 of 35  
Page 2 of 2

## PLM Bulk Asbestos Report

11139; RB Construction; Sinek / Eardley, Pacific Grove, CA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
006	911091204-06	No	NAD (by CVES) by Arturo A. Aldana on 09/08/11

**Analyst Description:** Grey, Homogeneous, Non-Fibrous, Cementitious, Concrete  
**Asbestos Types:**  
**Other Material:** Non-fibrous 100 %

**Reporting Notes:**

Analyzed By: Arturo A. Aldana Art Aldan, Date Analyzed: 9/8/2011 9/8/11  
\*NAD = no asbestos detected; Detection Limit <1%; Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; NA = not analyzed; NA/PS = not analyzed / positive stop; NVA = No Visible Asbestos; PLM (polarized light microscopy) Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab #200346-0, CA ELAP lab #2322); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full with the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: JL 9/8/11

**S T E C H C O N S U L T I N G**

832 S. Benson Avenue  
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**T** 909.289.3563  
**F** 877.984.5495

484-b Washington  
Monterey, CA 93940  
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[info@stechconsulting.com](mailto:info@stechconsulting.com)

[stechconsulting.com](http://stechconsulting.com)

project#: 11139

2.6-11

date:

TECH CONSULTING

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[info@stechconsulting.com](mailto:info@stechconsulting.com)

RB  
Concise

client:

Sincere / cordially, E. J. Goss, C.A.

Site:

date:	9-6-11	project#:	11139
client:	RB Construction	Inspector:	Sgt. Tiffaw
site:	Sinclair / Eardley, Pacific Grove, CA		

asbestos bulk sampling log

sample #	material	sample location	condition	friable
001	Window Putty	Interior Hotel Windows	D	NF
002	Gasket	Interior Water Lines	D	F
003	Roofing Felt	Tile Roof - Layer 1	I	NF
004			I	NF
005			I	NF
006	Tile Roofing	Roof	I	NF
008	Concrete	Exterior Building	D	NF

Agenda No. 6A, Attachment 2  
Page 26 of 35

analysis: PLM

24HR RUSH

chain of custody

relinquished by: S & S date: 9/7/11 time: 1:500  
received by: M. Sano date: 9/8/11 time: 8:45

**CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES**  
**(LESS THAN \$35,000)**

Attachment 2  
Page 27 of 35

This Professional Services Agreement (“Agreement”) is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter “City”) and \_\_\_\_\_, (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1. SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: \_\_\_\_\_.

**2. PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$ \_\_\_\_\_.

**3. TERM OF AGREEMENT.** The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

**4. ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A: [scope of services/payment provisions, etc.]**

**5. PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6. PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice,

either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall be eligible to receive reimbursement for actual travel expenses up to the amount specified in the costs proposals, dated October 12, 2012.

## 7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

**9.02. Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the City shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in

the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

ATTACHMENT A Attachment 2  
Page 30 of 35

## **10. RECORDS AND CONFIDENTIALITY.**

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

**11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent

applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

Agenda Item 10A Attachment 3  
Page 31 of 35

**13. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

**14. NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR CITY:</b>	<b>FOR CONTRACTOR:</b>
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	Address
(831) 648-	Phone

**15. MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing

party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 **Severability.** If any of the provisions contained in the Contract are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

**This space is left blank, intentionally.**

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

**CITY OF PACIFIC GROVE**

By: \_\_\_\_\_  
Purchasing Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Program Manager/Dep't Head

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>1</sup>

By: \_\_\_\_\_  
Finance

Date: \_\_\_\_\_

Approved as to Liability Provisions<sup>2</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

City Agreement Number: \_\_\_\_\_.

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**CONTRACTOR**

Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or  
Vice-President)\*

Name and Title

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, or  
Asst. Treasurer)\*

Name and Title

Date: \_\_\_\_\_

<sup>1</sup> Approval by Finance necessary only if financial questions or issues raised in the City's approval of agreement.

<sup>2</sup> Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.



**CITY OF PACIFIC GROVE**  
**Community and Economic Development Department**  
300 Forest Avenue, Pacific Grove, CA 93950  
T: 831.648.3183 • F: 831.648.3184 • [www.ci.pg.ca.us/cdd](http://www.ci.pg.ca.us/cdd)

Agenda No. 6A, Attachment 2  
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**REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES DEMOLITION OF THE PUMP STATION, 260 SINEX AVE, DECEMBER 18, 2014**

**Addendum 1:**

**Submittal Date:**

- Submittal date is **Monday, January 26, 2015**

## Work Plan

### Task 1: Project Initiation/Notice of Preparation

Upon Notice to Proceed, PMC staff will meet with City representatives at an initial kickoff meeting to share project materials, discuss issues, review project background, and outline expectations for communication, scope, and schedule. Following this initial meeting, we will draft the Notice of Preparation (NOP) for City review. Any final edits will be made to the NOP and the final version will be prepared for City distribution. PMC will submit the NOP to the State Clearinghouse on behalf of the City.

Because the City has determined that an EIR will be prepared, an Initial Study is not required. However, PMC will use CEQA Guidelines Appendix G to document our assumptions for the final scope of work. Based on the project's short construction duration and the limited scale, we expect that the following resource areas will be scoped out, using Appendix G as a guidance document:

- Agriculture and Forestry Resources
- Air Quality
- Geology/Soils
- Greenhouse Gas Emissions
- Hydrology/Water Quality
- Land Use/Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic

These initial assumptions regarding the EIR scope will be made part of the NOP.

**Deliverables:** *5 hard copies and 1 electronic copy (in MS Word) of the draft NOP; 25 hard copies and 1 electronic copy (in Adobe Acrobat) of the public draft NOP.*

### Task 2: Public Scoping Meeting

PMC staff will facilitate a public scoping meeting at City Hall during the NOP review period. PMC will prepare materials regarding the CEQA review process and anticipated scope of the EIR. PMC will work with City staff to develop the final agenda for the meeting; however, we anticipate a project overview, a discussion of City objectives, and ample opportunity for public input. Based on that input, the EIR scope of work may or may not warrant minor modification to respond to environmental concerns that may have been raised.

**Deliverables:** Meeting materials and meeting summary.

## Task 3: Prepare Admin Draft EIR (ADEIR)

We will prepare the EIR by using the information provided by the City, Cal-Am, and other pertinent data sources.

### Introduction, Executive Summary, and Project Description

The Introduction will briefly describe the extent of CEQA analysis, environmental resource areas that were scoped out, the purpose of the EIR, its intended uses, and a request that the comments be restricted to the subjects addressed in the current analysis.

The Executive Summary will provide a succinct synopsis of the environmental analysis. This summary will include a brief project overview, a list of project-specific objectives, a summary of significant environmental effects, and mitigation measures that would reduce or avoid those effects. Project impacts will be organized in a table format that clearly identifies any mitigation measures, level of significance after mitigation, and any significant and unavoidable impacts.

The Project Description will describe the site's location, building history and current uses and condition, construction/demolition methods and duration, project objectives, a list of agencies that are expected to use the EIR, permits and other approvals needed for the project, and other federal and state regulatory requirements, if any. This section will include graphics to illustrate the site and the proposed project.

### Environmental Analysis

The following resource areas are expected to be included in the EIR:

#### Aesthetics

This section will analyze the post-demolition conditions and whether the project would impact aesthetic resources or neighborhood character. Although the building is not very visible when the trees are in full foliage, tree removal could be considered an impact if there is no replacement vegetation or landscaping. Demolition of the structure and treatment of the roundabout will cause a change in the physical appearance of this intersection. This scope assumes no visual simulations will be prepared, and that the post-project condition will be more fully defined by the City and/or Cal-Am. As an optional task PMC will prepare (or have prepared) up to three photo simulations of the post-project condition from different viewpoints. Simulations will provide an accurate and realistic representation of the post-project condition.

## Biological Resources

Given the existing developed/urban conditions of the project area, biological resource impacts would be limited to potential tree removal and potential alteration of drainage features. We will perform a half-day field survey to determine the types and sizes of the trees to be removed based on project plans or estimates. The EIR will evaluate the potential for conflicts with the City's Tree Preservation and Protection ordinance (No. 12-017), and will identify mitigation measures to address these impacts, if necessary. Despite the project's location within an Area of Special Biological Significance, the project's location within an intersection should rule out any other biological resources.

## Cultural Resources

A Phase I Historic Resource Assessment will be prepared by Richard Brandi for PMC to document the structure and provide appropriate mitigation strategies and reporting for the EIR.

The California American Water Pump Station, located at 260 Sinex Avenue, was added to the City of Pacific Grove Historic Resources Inventory in 2011 and is considered a historic resource under CEQA. We assume at this time that its demolition cannot be mitigated to less than significant level; however, CEQA requires that all feasible mitigation be undertaken even if those measures do not mitigate below a level of significance.

The assessment will include the following tasks:

Determination eligibility for listing on California Register of Historical Resources. This task will determine the historical significance of the pump house using the criteria of the National Register of Historic Places, the California Register of Historical Resources, and the Pacific Grove Historic Preservation Ordinance. Since the pump is already listed on the Pacific Grove inventory historic resources, DPR523 forms will be completed per the Phase I requirements including finding of historic integrity and character-defining features of the resource.

Assessment of Internal Features. An assessment will be made to see whether there are any historically or architecturally significant features of the pump house and will make recommendations for salvage as appropriate. Consultant will not conduct the salvage activities.

Mitigation Recommendations. Based on the Phase I findings, we will provide specific recommendations and mitigation strategies (such as detailed documentation) to address the impacts of demolition. All findings and recommendations will be consolidated into a report for use in the EIR.

Optional Task 1 – Resource Documentation and Implementation of Mitigation. As mitigation for the loss of the pump house, we propose to document the pump house—as an optional task—using a method similar to that employed in nominating a resource to the National Register of Historic Places. We are not attempting to have the pump house listed on the register but propose to use a similar level of documentation. The documentation, in the form of a report, would be given to local and state archives for reference by the community. This level of documentation uses digital photography and a sketch floor plan of the pump house. The method appears to be commensurate with the historical significance of the pump house.

Primary and secondary sources will be used to research the history and significance of the pump house. Research will be conducted at repositories including the Pacific Grove Community Development Department, California American Water Company, Pacific Grove Public Library Local History Room, Pacific Grove Heritage Society, and Pacific Grove Museum of Natural History Museum. The pump house's exterior and interior will be photographed using a digital camera with special note of any unusual or significant architectural details. A floor plan will be drawn to scale. The historical narrative of the resource will be compiled consisting of a historic context, the building's construction and subsequent modifications, and any significant events associated with the building. The report will be sent to the California Historical Resources Information System, the Bancroft Library, Pacific Grove Heritage Society, Pacific Grove Museum of Natural History, and Pacific Grove Library.

The generation of this report, to be used either in the EIR section or following project approval, should also serve as the ultimate mitigation for the loss of the resource. Additional mitigation may include a plaque or similar marker at the project site.

Optional Task 2 – We have also included an option for a more elaborate and extensive documentation effort using the Historic American Building Survey standards. This method requires the taking the physical measurements of the interior and exterior of the pump house, producing architectural drawings on special paper, and the use of specialized black and white film, large format photography. Although we do not believe this resource warrants this level of documentation, it remains an option for the City's consideration.

## **Hazards and Hazardous Materials**

The analysis will identify known sources of hazardous materials and contamination in the project area, based on the 2011 Hazardous Materials Assessment prepared by S Tech Consulting. We will summarize the findings of the report, document the current regulatory environment, and document the requirements for appropriate demolition, transport, and disposal to ensure that no hazardous materials are released into the environment. Based on our findings, we will identify mitigation measures to ensure no adverse public health impacts occur.

## **Cumulative Analysis**

The cumulative analysis will be structured to determine the geographic scope of other similar projects (such as historic demolition projects) that may be applicable to this resource. We will determine if the project would result in cumulatively considerable impacts based on past, present, and reasonably foreseeable activities in the city and surrounding area. We anticipate that the geographic scope or "list" of projects will be small, due to the unique characteristics of the proposal.

## **Alternatives**

Once the impacts have been assessed, we assume preparation of two CEQA alternatives to the project, in addition to the No Project alternative. These alternatives will be designed to reduce any impacts found to be significant and must meet most of the project objectives. We anticipate these alternatives will include an adaptive building reuse, restoration, and/or preservation alternative, as well as an alternative to move the structure to another site within the City to avoid significant impacts on the historic resource.

## **Other CEQA Required Sections**

We will also address growth inducement, significant irreversible effects, and significant and unavoidable impacts of the project.

***Deliverables:*** 5 hard copies and 1 electronic copy (in MS Word) of the ADEIR

## Task 4: Publish Draft EIR (DEIR)

Upon receiving comments on the ADEIR, we will meet with City staff and go over comments and resolve any outstanding issues. A screencheck DEIR in highlighted text for changes will be provided to confirm edits with the City, along with a clean version (no track changes) for final review.

We will prepare both hard copy and electronic copies and deliver them to the City. At the City's request, PMC can also deliver 15 of those copies to the State Clearinghouse with the Notice of Completion to begin the 45-day public review period. PMC typically provides all technical appendices, as well as a PDF of the document, on a CD included with each printed copy. All documents are suitable for posting on the City's website. PMC will assist in the preparation of the Notice of Availability that will explain the review process of the DEIR pursuant to CEQA.

*Deliverables:* 5 hard copies and 1 electronic copy (in MS Word) of the screencheck DEIR; 30 hard copies and 1 electronic copy (in Adobe Acrobat) of the DEIR, Notice of Completion, and Notice of Availability

## Task 5: Prepare Final EIR (FEIR) and Mitigation Monitoring and Reporting Program

At the conclusion of the 45-day public review period, PMC will scan each comment letter, number each comment, and group common questions or comments and recommend Master Responses for those groups of comments. We will prepare a summary table identifying persons and agencies that commented, a copy of each comment letter with a code assigned to each comment, a response to each comment, and an errata section containing any text revisions. PMC will coordinate with City staff and technical staff to address public and agency comments.

PMC will provide an Administrative Draft FEIR for City review. We will then provide a screencheck draft of the FEIR electronically to the City for final review.

As a related task, the FEIR will include the Mitigation Monitoring and Reporting Program (MMRP) pursuant to Public Resources Code Section 21971.6, as a separate chapter. The MMRP will be completed as mitigation measures are finalized, and will identify all reporting and monitoring responsibilities.

This scope assumes 10 comment letters of typical detail (two to three pages in length), and an equal number of e-mail comments. Comments in excess of these assumptions will be considered outside of this scope of work and cost estimate. We will work closely with the City in drafting responses and revising the DEIR. This scope assumes no new technical analyses or field work are required to respond to comments.

**Deliverables:** *5 hard copies and 1 electronic copy (in MS Word) of the Administrative Draft FEIR; 30 hard copies and 1 electronic copy (in Adobe Acrobat) of the FEIR, MMRP*

## Task 6: Additional Meetings and CEQA Findings

PMC will attend and participate in the following public meetings.

- Kickoff Meeting (see Task 1)
- Public scoping meeting (see Task 2)
  - Three (3) additional staff level meetings
  - Three (3) public hearings for project consideration

This scope anticipates regular communication with the project team and City staff. We are assuming meetings as specified above, as well as an unlimited number of conference calls to resolve issues and discuss next steps. We will establish a single repository for all information pertaining to the project and a protocol for submission of materials.

Project management staff consisting of Tad Stearn and/or Darcy Kremin will attend all project meetings and make presentations as needed.

As requested by staff, we will also prepare the CEQA Findings of Fact and Statement of Overriding Considerations (if required) as provided under CEQA Guidelines Section 15091 and 15093. We will use the City's format for the CEQA Findings of Fact.

**Deliverables:** *Meeting and presentation materials for meeting and hearings; 5 hard copies and 1 electronic copy (in MS Word) of the draft CEQA Findings of Fact; 30 hard copies and 1 electronic copy (in Adobe Acrobat) of the CEQA Findings of Fact*

## Schedule

<b>Complete Contract/Receipt of Authorization to Proceed</b>	
<b>Task/Milestone</b>	<b>Milestones Completed (weekly timeline)</b>
Kickoff meeting/Prepare and distribute NOP	Week 2
Conduct scoping meeting	Week 4
Project description/EIR outline	Week 5
Preparation of Historic Assessment	Week 6
PMC submits ADEIR for City review	Week 8
City reviews ADEIR	Week 10
Final edits/PMC prepares DEIR	Week 12
45-day EIR review period	Week 18
PMC prepares AFEIR	Week 20
City reviews AFEIR	Week 22
PMC prepares FEIR/MMRP/findings	Week 24
Hearings	Per City calendar
Total Weeks	24-26

## 5. Cost Proposal

Tasks	Project Director	EIR Project Manager	Biologist	Assoc. Environmental Planner	GIS/ Graphics	Assistant Planner	Tech Editor	Admin Support	Total PMC Hours	Total PMC Labor	PMC Direct Costs \$	Total Budget	
	\$190	\$175	\$150	\$120	\$100	\$85	\$85	\$65					
1	Project Initiation/Prepare NOP	4	6		15	2		1	29	\$3,960		\$3,960	
2	Public Scoping Meeting	4	6		8				20	\$2,900		\$2,900	
3	Administrative Draft EIR	10	30	5	100	5	5	8	173	\$22,155		\$22,155	
4	Draft EIR	5	10		25	3		2	10	55	\$6,820		\$6,820
5	Final EIR and MMRP (admin draft and final)	10	25		40		10	8	15	108	\$13,580		\$13,580
6	Additional Meetings, Hearings and Findings	15	25		15					55	\$9,025	\$3,500	\$12,525
7	Direct Costs Estimate (copies/meeting materials)										\$-	\$1,000	\$1,000
8	Richard Brandi, Architectural Historian (Phase I Historic Assessment)										\$-	\$5,800	\$5,800
<b>Total</b>		<b>48</b>	<b>102</b>	<b>5</b>	<b>203</b>	<b>10</b>	<b>15</b>	<b>19</b>	<b>38</b>	<b>440</b>	<b>\$58,440</b>	<b>\$10,300</b>	<b>\$68,740</b>

Subconsultant and direct costs include 10% administrative mark-up.

The above per task costs are based upon our best estimate of time needed. Actual time spent on individual tasks may not meet or may exceed such estimates. PMC reserves the right to transfer unused budget from one task to another if necessary. The total estimated budget will not be exceeded without proper authorization from the client.

### Optional Tasks:

Phase 2 Historic Resource Reporting. Phase 2 Historic Mitigation Report can be completed for an additional \$11,200. Building documentation to complete HABS standards can be completed for \$15,000 above the \$11,200.

Visual Simulations: At the City's request, PMC will prepare up to three (3) visual simulations of the post project condition for a not to exceed sum of \$4,000.