staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Len Gorecki, Director of Public Works

SUBJECT: Consideration and possible action to receive and file Agreement File No. 734, in a form approved by the City Attorney, with Leighton Consulting, Inc., to provide Phase 1 environmental site assessment services for the Bellflower Boulevard Widening Project, between Artesia Boulevard and SR-91.

DATE: November 28, 2016

EXECUTIVE SUMMARY

This action authorizes the City Manager to execute Agreement File No. 734 (Agreement) with Leighton Consulting, Inc. (Leighton). The Agreement will provide Phase 1 environmental site assessment services (ESA) for properties located along the east and west sides of the Bellflower Boulevard Widening Project area.

RECOMMENDATION TO CITY COUNCIL

1) Receive and file Agreement File No. 734; or

2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The total cost of Agreement File No. 734 is $8,000, which includes the proposed services ($6,400) and a 25% contingency for unforeseen costs ($1,600). The total cost of the Agreement will be budgeted under the Bellflower Boulevard Widening Project Account (Account No. 030-47654-9000), using Measure R Highway Program grant funds.

DISCUSSION

To begin construction on the Bellflower Boulevard Widening Project, the City must secure additional right-of-way along the east and west sides of Bellflower Boulevard, between Beverly Street and Artesia Boulevard. To meet that objective, the City, in September 2014, purchased a 4,103 square foot easement on the east side, adjacent to the Golden Corral property. The City is also working towards the purchase of a 3,820 square foot segment of land situated across three parcels on the west side (APNs 7161-003-029, 7161-003-030, 7161-003-031). Los Angeles County Metropolitan Transportation Authority (Metro) is currently conducting an independent, third-party appraisal of that segment as the City's first step towards acquisition.

As a condition of acquisition, Metro is requiring the City to conduct a Phase 1 environmental site assessment of all land that will be used for this Project. The purpose of a Phase 1 ESA is to identify various types of recognized environmental conditions (RECs) that may be associated with hazardous substances on the properties. If any RECs are identified, a more extensive Phase 2 would be conducted to confirm the presence of hazards and develop a remediation plan prior to the start of construction.

The City has selected Leighton to perform the Phase 1 ESA for both sides of the project area, since it is a specialized service that staff cannot provide. Under the Agreement, Leighton will complete all Phase 1 ESA services as described in Exhibit A of the Agreement within 30-60 days. The total cost of the Agreement is $8,000, which includes the proposed services ($6,400) and a 25% contingency for unforeseen costs ($1,600). The total cost will be budgeted in the Bellflower Boulevard Widening Project Account (Account No. 030-47654-9000) using Measure R Highway Program grant funds.

ATTACHMENT

Agreement File No. 734 3

AGREEMENT NO. 734
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF BELLFLOWER
AND
LEIGHTON CONSULTING, INC.
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT SERVICES
FOR THE BELLFLOWER BOULEVARD WIDENING PROJECT
BETWEEN ARTESIA BOULEVARD AND SR-91

THIS AGREEMENT is entered into this 14th day of November 2016, by and between the CITY OF BELLFLOWER, a municipal corporation ("CITY") and Leighton Consulting, Inc., a Professional Corporation in California ("CONSULTANT").

1. **CONSIDERATION**.

   A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;

   B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

   C. As additional consideration, CITY agrees to pay CONSULTANT for CONSULTANT's services not to exceed sum(s) as set forth in duly executed Task Order(s). CITY will pay this sum(s) on the basis of the fees and terms as specified in the attached Exhibit "A," which is incorporated herein.

2. **SCOPE OF SERVICES**.

   A. CONSULTANT will perform Phase 1 environmental site assessment services for the Bellflower Boulevard Widening Project between Artesia Boulevard and SR-91 as listed in the attached Exhibit "A," which is incorporated by reference. The provisions contained in this Agreement will supersede any conflicting provisions in Exhibit "A".

   B. The specific services required of CONSULTANT under this Agreement will consist of the tasks and obligations defined in a Task Order approved by CITY and CONSULTANT, in response to specific project scopes of work and services requested by CITY. Any duly executed and approved Task Order will become a part of this Agreement.

   C. Consulting services required by CITY will be provided on an as-needed basis with CITY determining and advising CONSULTANT as to when specific services are required to be performed or completed by CONSULTANT.

D. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. **PAYMENTS**.

A. For CITY to pay CONSULTANT as specified by this Agreement and as set forth in each approved Task Order, CONSULTANT must submit a detailed invoice to CITY which lists the tasks performed (all as set forth in Exhibit "A").

B. Payment may also be increased to include a twenty-five percent (25%) contingency of One Thousand Six Hundred dollars ($1,600) for unforeseen costs. No payment will be made for any additional work performed unless that work is authorized by City's Director of Public Works, in writing and in advance.

C. CITY's City Manager may make payments up to $20,000 for special items of work not included in the project scope of work and services as set forth in the Task Order. Payments for special work will only be made after CITY issues a written notice to proceed for the specific special tasks. A written scope of work, an agreed upon additional fee, a schedule for starting and completing the special tasks, and an agreed upon extension of the time for performance, if needed to complete the special work, will be required before CITY issues a notice to proceed for special work. All special work will be subject to all other terms and provisions of this Agreement.

4. **FAMILIARITY WITH WORK**.

A. By executing this Agreement, CONSULTANT agrees that CONSULTANT has

i. Carefully investigated and considered the scope of services to be performed;

ii. Carefully considered how the services should be performed; and

iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

5. **TERM**.

A. The term of this Agreement will be for a period of two (2) years beginning on the date of this Agreement, except that the term will be extended to the completion date of any Task Order in effect at the end of the term of this Agreement.

B. The term of this Agreement and any Task Order may be extended as determined by the City Public Works Director or by written amendment to the Agreement or any Task Order.

C. The time allowed for CONSULTANT's completion of the services to be provided in accordance with the provisions of any Task Order will be as set forth in the Task Order.

D. When services are requested by CITY, CONSULTANT will commence the requested services within a three-week notice period at any time during the term of this Agreement. CITY may terminate this Agreement as stated in Section 13.

6. **COMMENCEMENT OF WORK**. CONSULTANT will not perform any work for specific project scopes of work and services under duly executed and approved Task Orders under this Agreement until:

A. CONSULTANT furnishes annual proof of insurance as required under Section 21 of this Agreement; and

B. CITY gives CONSULTANT a written notice to proceed.

C. Should CONSULTANT begin work on any approved Task Order in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

7. **TIME EXTENSIONS DUE TO DELAY**. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the City Public Works Director within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The City Public Works Director will extend the completion date, when appropriate, for the completion of the contracted services.

8. **CHANGES**. CITY may order changes in the services within the general scope of this Agreement, or in any duly executed Task Order, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER**. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. **PERMITS AND LICENSES**. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. **PROJECT COORDINATION AND SUPERVISION**.

A. CONSULTANT's professional services will be actually performed by, or immediately supervised by Kris R. Lutton.

B. A specific individual employed by CONSULTANT, and approved by the City Public Works Director, will be assigned as Project Manager for each specific project defined in the Task Orders. The assigned Project Manager will be responsible for job performance, fee negotiations, and contractual matters, and is personally in charge of and personally supervise or perform the technical execution of the Project on a day-to-day basis on behalf of CONSULTANT, and will maintain direct communication with CITY's Project Manager.

C. Should the Project Manager be unable to complete his/her respective responsibilities on any specific project assignment as set forth in the Task Order, for any reason, he/she will be replaced by another qualified person approved by the City Public Works Director.

12. **WAIVER**. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

13. **TERMINATION**.

A. Except as otherwise provided, CITY may terminate this Agreement, or any individual Task Order, at any time with or without cause. Notice will be in writing at least thirty (30) days before the effective termination date.

B. CONSULTANT may terminate this Agreement, or any individual Task Order, at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.

C. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).

D. Should the Agreement, or any individual Task Order, be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

E. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

14. **NOTICE OF BREACH AND OPPORTUNITY TO CURE**. Neither party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other party. The party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other party within fifteen (15) days from the date on which the party received notice of breach, the non-breaching party may terminate this Agreement.

15. **OWNERSHIP OF DOCUMENTS**. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

16. **PUBLICATION OF DOCUMENTS**. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

17. **INDEMNIFICATION**.

A. CONSULTANT agrees to the following:

i. *Indemnification for Professional Services*. CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.

ii. *Indemnification for other Damages*. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 21, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

18. **ASSIGNABILITY**. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

19. **INDEPENDENT CONTRACTOR**. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

20. **AUDIT OF RECORDS**. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least four (4) years after termination or final payment under this Agreement.

21. **INSURANCE**.

A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial general liability:	$2,000,000
Professional Liability	$1,000,000
Business automobile liability	$1,000,000
Workers compensation	Statutory requirement.

B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to City.

C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

D. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by City arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

E. CONSULTANT will furnish to City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by City from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."

F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate.

G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CITY's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

22. **USE OF SUBCONTRACTORS**. CONSULTANT must obtain CITY's prior written approval to use any subcontractor while performing any portion of this Agreement. Such approval must be of the proposed subcontractor and the terms of compensation. The subcontractor for any specific project scopes of work and services will be listed in the Task Order.

23. **INCIDENTAL TASKS**. When required by any Task Order, CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

24. **NOTICES**. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

<u>If to CONSULTANT:</u>

Attention: Kris R. Lutton, PG
Leighton Consulting, Inc.
17781 Cowan
Irvine, CA 92614
(949) 681-4203
klutton@leightongroup.com

<u>If to CITY:</u>

Attention: Len Gorecki
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706
(562) 804-1424
lgorecki@bellflower.org

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

25. **SOLICITATION**. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

26. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement. Notwithstanding the foregoing provisions, the State of California may exercise the rights reserved for it under this Agreement to ensure compliance with applicable California laws and regulations.

27. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

28. **ENTIRE AGREEMENT**. This Agreement, and its Exhibits, sets forth the entire understanding of the Parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There is one (1) Exhibit to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

29. **CONSISTENCY**. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibit; this Agreement supersedes any conflicting provisions:

A. Exhibit A: Proposal to Perform a Phase 1 Environmental Site Assessment

30. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

31. **SEVERABILITY**. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

32. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.

33. **ACCEPTANCE OF FACSIMILE SIGNATURES**. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

34. **COVENANTS AND CONDITIONS**. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

35. **CAPTIONS**. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

36. **FORCE MAJEURE**. Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

37. **TIME IS OF ESSENCE**. Time is of the essence for each and every provision of this Agreement.

38. **STATEMENT OF EXPERIENCE**. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

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

CITY OF BELLFLOWER

Jeffrey L. Stewart, City Manager

LEIGHTON CONSULTING, INC.

Kris R. Lutton, Senior Vice President

ATTEST:

Mayra Ochiqui, City Clerk

Taxpayer ID No. 73-1650031

APPROVED AS TO FORM:

Karl H. Berger, City Attorney

ATTACHMENT
Exhibit A: Proposal to Perform a Phase 1 Environmental Site Assessment

Leighton Consulting, Inc.
A LEIGHTON GROUP COMPANY

November 8, 2016

Proposal No. IR16-448 & IR16-449

City of Bellflower – Public Works
16600 Civic Center Drive
Bellflower, CA 90706

Attention: Ms. Catherine J. Jun

Subject: Proposal to Perform a Phase I Environmental Site Assessment for Two Properties Located East and West of Bellflower Boulevard Bellflower, California Portions of APNs 7161-003-029, 030, and 031

Leighton Consulting, Inc. (Leighton) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) for two properties in the city of Bellflower, California.

The first property is located within public right-of-way (ROW) just east of Bellflower Boulevard between Beverly Street and Artesia Boulevard in the city of Bellflower, California (site).

The second property is located within public right-of-way (ROW) and commercial space just west of Bellflower Boulevard between the east-bound off ram for the Artesia Freeway (State Route 91) and Artesia Boulevard I the city of Bellflower, California (site). The Los Angeles County Assessor's Office identifies the site as encompassing a portion of public ROW and Assessor Parcel Numbers (APNs) 7161-003-029, -030, and -031.

PROJECT UNDERSTANDING

Our understanding of this project is based on the location map (attached as Exhibit A) and information you provided to us on October 26, 2016.

17781 Cowan ▪ Irvine, CA 92614-6009
949.250.1421 ▪ 949.250.4[illegible]-Fax

We understand that the first site is approximately 0.17 acres and currently functions as a sidewalk along Bellflower Boulevard (area marked “1” on Exhibit A). It is our understanding that the City of Bellflower Public Works is interested in acquiring this property to complete a local street widening project along Bellflower Boulevard.

We understand that the second site is approximately 0.17 acres and currently functions as a sidewalk along Bellflower Boulevard and encroaches upon the footprints of several commercial businesses located along Bellflower Boulevard (areas marked “2” and “3” on Exhibit A). Current and/or historical addresses also associated with the site based on our initial review of the property include: 9751 Artesia Boulevard, 17305, 17311, 17315, and 17317 Bellflower Boulevard.

It is our understanding that the City of Bellflower Public Works is interested in acquiring both properties to complete a local street widening project along Bellflower Boulevard.

PROPOSED SCOPE OF PHASE I ESA

This proposed Phase I Environmental Site Assessment (ESA) will be performed in general accordance with current ASTM "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessments Process*” E 1527-13. In addition, our services will be provided in accordance with “Standards and Practices for

All Appropriate Inquiries (AAI) 40CFR Part 312.” Leighton will also utilize ASTM E 2600-10 Tier 1 screening as a guide to assess vapor encroachment. More specifically, the following tasks are included in our proposed scope of services:

Records Review

A search of selected government databases will be ordered from an environmental database provider. The report will meet government records search requirements of E 1527-13 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process). The database listings will be reviewed within the specified minimum search distances established by E 1527-13 and AAI. The lists will include:

- **Federal**: NPL, CERCLIS, RCRA, IC/EC Registries, ERNS and
- **State and Tribal**: NPL-equivalent, CERCLIS-equivalent, landfill and/or solid waste disposal sites, leaking storage tank lists, registered storage tank lists, IC/EC control registries, voluntary cleanup sites, and brownfield sites.

We will review reasonably ascertainable historical sources of information that shows the subject site dating back to first developed use, or back to 1940, whichever is earlier. Reviewed resources may include one or more of the following: aerial photographs, fire insurance maps, property tax files, recorded land title records, USGS 15 and/or 7.5-minute USGS topographic maps, local street directories, building department records, zoning/land use records, and other historical sources. We will also review reasonably ascertainable available published local geologic literature to evaluate geologic setting and types of geologic formations beneath this site. Our review will include reasonably ascertainable published information for depths to groundwater, general quality of groundwater under the site, direction of ground water flow and water-bearing lithologies.

If provided to us by you or others, we will also review geotechnical and environmental reports for mention of environmental conditions at this site.

We will contact appropriate city, county, state and federal agencies who may have information regarding the occurrence of hazardous materials/waste at the site, including registered aboveground and underground storage tanks, landfills, contaminated sites, records of emergency release response reports, contaminated public wells. A street address for the subject property is typically required by the city and county agencies in order to review their file. Should it be found that files exist for the subject site, this proposal includes up to three hours for file reviews. If we find that extensive files exist for the subject site or files exist for adjacent properties, we may recommend that a review of agency files may be warranted as part of a supplemental task to this Phase I ESA for an additional fee.

If provided by the client or others (free of charge), we will review a 50-year Chain of Title document, for names of previous owners of the site and for mention of hazardous materials/waste at the site.

Site Reconnaissance

We will visit the site for an observational reconnaissance to look for exposed and visible indications of environmental conditions. Where safe access is available, we will view inside and outside of onsite structures. This includes observations of the current conditions of the onsite structures, roads, potable water supply, sewage disposal system, hazardous substances and petroleum products, aboveground and underground storage tanks or vent pipes, fill pipes or access ways indicating an underground storage tank, odors, pools of liquid, sumps, drums, polychlorinated biphenyls (PCBs) containing equipment, heating and/or cooling system, stains or corrosion, pits, ponds or lagoons,

stained soil or pavement, stressed vegetation, solid waste, wastewater (including clarifiers), wells and dumping. The site reconnaissance will be conducted by a qualified environmental professional as defined in ASTM E 1527-13 and AAI.

Land use of immediately adjacent properties will be visually and/or physically observed and documented and conditions indicative of hazardous materials or potential hazardous materials concerns will be documented, to the extent possible. Current site conditions will be photographed.

Interviews

A reasonable attempt will be made to interview present and/or past owners, lessees, key site manager, occupant, and employees (if they have been identified by the client, and are available and cooperative) for additional information about past and present site usage. The name, addresses, and phone numbers of the current and past owners, and/or lessees, of the subject site needs to be provided by the client. A reasonable attempt will also be made to interview local government officials for information regarding hazardous waste disposal or other environmental issues that may exist at the site.

A *Phase I Environmental Site Assessment Owner/Site Contact Interview Form* (attached) should be completed by the owner and occupant of this site and returned to us. Information provided on this form is an important part of the Phase I ESA.

We will interview selected adjacent tenants (if they are available during our site reconnaissance and cooperative) for additional information about past and present site usage.

Report Preparation

One electronic copy (pdf) of our report for each site summarizing our findings, conclusions, and recommendations will be prepared and submitted to you. Hard copies of the reports can be provided upon request. The reports will state data gaps due to a lack of or inability to obtain information on the site despite Leighton's good faith efforts.

Scope Exclusions and Limitations

The proposed scope does **not** include the following:

- Subsurface exploration and/or testing of any kind,
- Air, water, soil, asbestos or lead-based paint or other media sampling or analyses,
- Investigation for radioactivity, radon or methane gas,
- Investigation for mold, mildew or other biohazards,
- Handling or disposal of hazardous materials,
- Consideration of possible future contamination of the site from adjacent or surrounding facilities or properties, and/or
- Responses to agency comments.

An environmental site assessment cannot wholly eliminate uncertainty regarding potential for recognized environmental conditions (RECs) in connection with a property. Performance of the Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with a property, and this practice recognizes reasonable limits of time and cost.

INFORMATION REQUIRED FROM CLIENT

The current ASTM E 1527-13 Phase I ESA standards and/or AAI require certain items to be provided by the client. Our fee is contingent upon the following:

- Title and/or judicial record documents must be reviewed by the client for environmental liens or activity and use limitations. Alternatively, Leighton can order an environmental lien search at an additional cost and turnaround time.

- Liens or activity and use limitations due to environmental conditions at the site must be declared to Leighton prior to Leighton conducting the site reconnaissance.

- Specialized environmental knowledge or environmental experience on the part of the client especially with regards to environmental conditions at the site must be declared to Leighton prior to Leighton conducting the site reconnaissance.

- Commonly known or reasonably ascertainable information that the client may be aware of must be declared to Leighton prior to Leighton conducting the site reconnaissance.

- Special price reductions from the fair market value of the property due to environmental conditions at the site must be declared to Leighton prior to Leighton conducting the site reconnaissance.

We also request you provide the following information, if available:

- **Owner Contact Information**: Name, address and phone number of the current and past owners, and/or lessees, for this site,
- **Owner/Tenant Interview Form**: A *Phase I ESA Owner/Site Contact Interview Form* completed by the following (if available and cooperative): property owner, property manager, property tenant and/or a person with knowledge of past use of the subject site,
- **User Questionnaire**: A *Phase I ESA User Questionnaire Form* completed by you (the "user" of the Phase I ESA),
- **Prior Reports**: Previous geotechnical or environmental reports for this site,
- **Title**: A 50-Year *Chain of Title* document for each parcel this site encompasses, and
- **Plans**: Reproducible or electronic copies of site development plan(s) and/or topographic map with property boundaries (needed prior to the start of our reconnaissance).

Please note that confidential or private reports or drawings of the site cannot be reviewed by us and described in our report, unless they are provided by you.

S C H E D U L E

Leighton will provide written updates on potential issues if/when discovered. Assuming we have unhindered access to the site for our reconnaissance, and we receive information requested in the prior section and notification to proceed in a timely manner, our Phase I ESA reports will be issued four weeks from the date of proposal approval or appropriate notice to proceed. It should be noted that some regulatory agencies require up to six weeks to respond to our request for information. Therefore, information received after our report submittal, which materially changes our conclusions, will be presented to you in an addendum letter.

F E E S A N D T E R M S

Proposed Fixed Fee

Leighton will conduct the described tasks for a fixed fee of **Six Thousand Four Hundred Dollars ($6,400.00)**. If additional field or laboratory services are required, these supplemental services will be provided in accordance with Leighton's Current Professional Fee Schedule. We understand that the scope and tasks for this project are subject to California or Federal prevailing wage laws.

Terms and Conditions

If the services are awarded to Leighton and the scope of work is acceptable to you, please send us a contract for review.

C L O S U R E

We look forward to working with you on this project. If you have questions regarding our proposal or information that would update our scope of work, please call us at your convenience at **866-*LEIGHTON***, directly at the phone extension and/or e-mail address listed below.

Respectfully submitted,

LEIGHTON CONSULTING, INC.

Robert Lovdahl
Extension 4282, rlovdahl@leightongroup.com

RL/lr

Attachments: Exhibit A – Location Map
Phase I ESA Owner/Site Contact Interview Form
Phase I ESA User Questionnaire Form

Distribution: (1) Addressee

Exhibit A
Location Map
Bellflower Blvd. Widening Project
South of the SR-91

Segments 1-3 – Widening improvements proposed by Grantee
Segments 4 and 5 – Widening improvements required by Caltrans

Exhibit A
Location Map
Bellflower Blvd. Widening Project
South of the SR-91

Segments 1-3 – Widening improvements proposed by Grantee
Segments 4 and 5 – Widening improvements required by Caltrans

Phase I ESA Owner/Site Contact Interview Form

Interviewee Name: **Title:**

Address: **Phone:**

Relationship to Property:

Name of Property Owner:

Address of Property Owner:

Site Name:

Property Address:

Previous Street Names/Numbers:

General Business Type/Present Property Use:

Property Utilization during Ownership:

Assessor Parcel #: **Grant Total Square Footage:**

Total # of Buildings: **Date Built:**

Name and Address of Past Owners (include dates of ownership):

Past Property Uses (include dates):

Source of Potable Water Supply (municipal/groundwater wells):

Sewage Disposal (municipal/septic) (provide name of utility):

Means of Heating/Cooling (gas, electric, heating oil, etc.):

Fuel Source for Heating/Air Conditioning (provide name of utility):

Neighboring Property Types (commercial/industrial/residential):

Current Uses of Adjoining Properties: **North:**

South:

East:

West:

ARE THERE NOW, OR HAVE THERE BEEN IN THE PAST, ANY OF THESE ITEMS ONSITE OR ON ADJACENT PROPERTIES:

ITEM	YES	NO	UNK	ADJACENT PROPERTY
• Hazardous Materials				
• Hazardous Waste				
• MSDS Sheets				
• Underground Storage Tanks (USTs)				
• Aboveground Storage Tanks (ASTs)				
• Vent Pipes, fill pipes, or access ways indicating a fill pipe to an underground storage area				
• Odors				
• Drums				
• Electrical or hydraulic equipment known to contain Polychlorinated Biphenyls (PCBs)				
• Stained soil or surfaces				
• Drains				
• Sumps				
• Clarifier				
• Pits, ponds, or lagoons				
• Stressed vegetation				
• Areas for dumping solid waste (landfill)				
• Wastewater				
• Wells (groundwater, oil, and/or gas)				
• Septic Systems				
• Fill Material (if fill material is on site, please state source of fill)				

ADDITIONAL QUESTIONS:	YES	NO	UNK	REMARKS
Has the Site been used as any of the following: gas station, motor repair facility, commercial printing facility, metal plating, dry cleaners, photo developing laboratory, junkyard, or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility? If so, state which type of facility.				
Are you aware of any Phase I or Phase II environmental site assessments, soil sampling reports, geotechnical or geologic reports, environmental compliance audit reports, environmental permits, registrations for USTs or ASTs, community right-to-know plans, environmental safety plans or reports regarding hazardous waste generation for the Site?				
Do you know of any notices or correspondence from any government agency relating to past or current violations of environmental laws with respect to the Site or relating to environmental liens encumbering the Site?				
Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on or from the Site?				
Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?				
Do you know of any environmental concerns associated with the Site? If so please state in remarks column.				
Do you know of any environmental concerns associated with any adjacent or nearby properties? If so please state in remarks column.				

Additional Comments:

Preparer presents that to the best of the preparer's knowledge the above statements and facts are true and correct, and to the best of the preparer's actual knowledge no material facts have been suppressed or misstated.

Signature

Date

Phase I ESA Users Questionnaire

Project Name:

Complete and Correct Address(es) of the Property and APN(s):

User Company Name:	**User Name/Title:**

User Phone/Email:

Interviewee Name and Relationship to Project:

Site Owner:

Reason Phase I is required:

Type of property:

Type of property transaction (e.g., Sale, purchase, exchange):

Any scope of services beyond the ASTM Practice E 1527:

All Parties that will rely on the Phase I report:

Name and Contact Information for Site Contact:

Any special terms or conditions:

Any other pertinent knowledge or experience with the property (e.g., prior reports, documents, correspondence concerning the environmental conditions of the property):

(1). Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Did a search of recorded land title records (or judicial records where appropriate identify any environmental liens filed or recorded against the property under federal, tribal, state or local law? ☐ Yes | ☐ No

If Yes, Describe:

(2). Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Did a search of recorded land title records (or judicial records where appropriate) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law? ☐ Yes | ☐ No

If Yes, Describe:

(3). Specialized knowledge or experience of the person seeking to qualify for the Landowners Liability Protections (LLP) (40 CFR 312.28).

Do you have any specialized knowledge or experience related to the property or the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
☐ Yes | ☐ No

If Yes, Describe:

(4). Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 DRF 312.29).

Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

☐ Yes | ☐ No

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? ☐ Yes | ☐ No

If Yes, Describe:

(5). Commonly known or reasonable ascertainable information about the property (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the property that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as user,

(a.) Do you know the past uses of the property? ☐ Yes | ☐ No

(b.) Do you know of specific chemicals that are present or once were present at the property? ☐ Yes | ☐ No

(c.) Do you know of spills or other chemical releases that have taken place at the property? ☐ Yes | ☐ No

(d.) Do you know of any environmental cleanups that have taken place at the property? ☐ Yes | ☐ No

If Yes, Describe:

(6). The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property?* ☐ Yes | ☐ No

If Yes, Describe:

Signature

Date