

REVISED TASK ORDER NO. 2
OVER
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES – RFQ 694-18
SERVICE GROUP CATEGORY 4 – ENVIRONMENTAL SERVICES

DATED JANUARY 23, 2019

BETWEEN

THE CITY OF LANCASTER, "OWNER"
AND
PSOMAS. "CONSULTANT"

PROJECT TITLE: Lancaster Health District (formerly Medical Main Street), Project ID# F9131 (Reference PWCP 20-006)

PROJECT DESCRIPTION: Environmental Services

SCOPE OF WORK: Per Attached Exhibit "1", Scope of Services

PERIOD OF SERVICES: Per Attached Exhibit "2", Schedule

COMPENSATION
FOR SERVICES: Per Fee Schedule - Not to Exceed \$328,295.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

PSOMAS

By: _____
Jason Caudle
City Manager

By: _____
Jim Hunter
Vice President

Date: _____

Date: _____

Approved by Dept. Head: _____

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT “1”

SCOPE OF SERVICES

The work to be performed under this task order shall include:

- A. Task Order 2 – Scope of Services
- B. Revised Task Order 2 - Scope of Services

EXHIBIT 1: SCOPE OF SERVICES

PROJECT BACKGROUND, DESCRIPTION, AND LOCATION

The City of Lancaster, in partnership with the Antelope Valley Hospital, will construct approximately 1.75 miles of new complete streets to alleviate burden to existing arterial network, whilst providing necessary access to existing and proposed medical facilities. The project is funded by the Los Angeles County Metropolitan Transportation Authority (LACMTA) 2015 Call for Projects.

Project limits are within the City of Lancaster near the Antelope Valley Hospital and surrounding area. The project area is bounded by 13th Street West to the east, Avenue J to the north, 20th Street West to the west, and the Antelope Valley Freeway (SR-14) and Avenue J-8 to the south. The proposed improvements will improve service to the region that serves the Antelope Valley Hospital.

GENERAL SCOPE OF SERVICES

The scope of work for this project is to provide environmental services including, but not limited to, preparation of technical reports, monitoring, and permitting for construction for two (2) separate projects, (1) Lancaster Health District (LHD) Phase 1 and (2) LHD Phase 2 with scope of improvements as detailed in the Items to be Provided by the City.

A detailed outline of the scope of work by Task is included below.

Milestone tasks and schedule are included in Exhibit 2 and payment and fees by tasks and sub-tasks table is included in Exhibit 3.

ITEMS TO BE PROVIDED BY THE CITY

City Staff shall provide environmental documentation approval, including the following:

1. Lancaster Health District Master Plan (provided in FTP site with RFP)
2. Draft Environmental Impact Report, (<https://www.cityoflanasterca.org/our-city/departments-services/development-services/planning/environmental-review> and provided in FTP site with RFP)
3. Final Environmental Impact Report (provided in FTP site with RFP)

City Staff shall provide Phase 1 and Phase 2 documentation, including the following:

1. Full Scope of Work for Phase 1 and Phase 2 (provided in FTP site with RFP)
2. Exhibit of Phase 1 only Scope of Work (provided in FTP site with RFP)

The following additional items shall be provided by the City:

- Copies (hardcopy or PDF as available) of all record drawings (90%, 100%, Final) within the City archives, to include: Street plans, storm drain plans for facilities and pipelines, sewer plans, street lighting plans, traffic signal plans, traffic interconnect plans, signing and striping plans, LMD, water plans, etc.

PROJECT PERSONNEL

The consultant shall adequately staff the project to deliver a high-quality project on time and within budget.

The Consultant shall establish a single individual as PM, who shall stay with this project from beginning to completion. The consultant shall obtain prior written approval of the City prior to replacement of PM for any reason.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FUNDING AGREEMENT REQUIREMENTS

This project includes State funding and shall comply with LACMTA requirements and all applicable State and Federal regulations.

This work will be paid for with LACMTA reimbursable participating grant funds. The project funding was authorized by the LACMTA Board of Directors, at its meeting on September 24, 2015, subject to the terms and conditions contained in the Funding Agreement (“Agreement”) made and entered into effective as of March 15, 2019. Agreement is included at the end of Exhibit 1.

The City of Lancaster has entered into a Funding Agreement Agreement) with LACMTA Medical Main Street, LACMTA Project ID# F9131 and FTIP#LAF9131. Per PART II, GENERAL TERMS OF THE AGREEMENT, Section 12.6 of the FA, “GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.”

Applicable sections of the referenced FA include, but are not limited to, the following and shall be included and made a part of this Task Order:

PART II, Section 3.3, “GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.”

PART II, Section 3.4, “GRANTEE’S employee, officers, councilmembers, board member, agents, or consultants (a “GRANTEE Party”) are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party’s immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

PART II, Section 5.1, “LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review. GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with this Agreement and the Guidelines. GRANTEE’S eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 2. The allowability of costs for GRANTEE's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 200 or, prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.”

PART II, Section 5.2, “GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as “records”) shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by

GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.”

PART II, Section 5.3, “GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.”

PART II, Section 5.4, “LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.”

PART II, Section 5.5, “LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.”

PART II, Section 5.7, “When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.”

PART II, Section 5.8, “GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 200 or 48 CFR Part 31 (whichever is applicable) and the terms and conditions of this Agreement.”

PART II, Section 11.1, “GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.”

PART II, Section 11.2, “For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed

definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines."

PART II, Section 11.3, "The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager."

PART II, Section 11.4, "GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section."

PART II, Section 12.3, "Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

PART II, Section 12.5, "GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

ADDITIONAL INFORMATION

The proposed improvements shall, at a minimum, follow the City of Lancaster Municipal Code and Engineering Design Guidelines Policies and Procedures Manual. Consultant shall refer to Detailed Scope of Work herein.

The Consultant shall establish and apply internal accounting methods and procedures acceptable to the City and LACMTA for documenting and monitoring contract costs. The Consultant shall submit a consolidated monthly invoice in a format acceptable to the City. The Consultant shall include with the

monthly invoice a progress report that reflects the work completed within the invoice period. Payments to the Consultant are to be in arrears. The Consultant must have actually incurred and paid the costs prior to invoicing the City.

The City shall make progress payments per the completed units detailed in Exhibit 3 submitted by the Consultant. The Consultant shall generate an invoice that details the specific units completed with a cost breakdown with hourly rates for each field function, shall provide sufficient back up to verify expenditures claimed and Consistency with fee grids submitted in the cost proposal and Exhibit “A” Rate Schedule in the Agreement for Professional Consultant Services RFQ 694-18, and a brief progress report describing work completed during the invoicing period, delay details if schedule is slipping, how the Consultant will recover the schedule to meet the contract completion date, and work to be completed in the next invoicing period.

The invoice must include a summary table that details the total contract price, previously paid, current invoice amount and remaining balance.

Consultant shall not start work prior to receiving Notice to Proceed. The Notice to Proceed shall be issued in writing once the insurance documents are submitted and approved and a(n) Task Order has been executed.

Consultant shall not perform additional work without written authorization from the City of Lancaster PM. Written Authorization shall come in the form of an Additional Authorization to the Task Order.

DETAILED SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT

Perform all project management, scheduling, quality control, and quality assurance tasks necessary to maintain the project schedule, budget, and a high-quality set of deliverables to the City.

The Consultant shall schedule meetings (in person, web, or conference call) with the City and environmental team to provide feedback during the project; maintain schedule; provide a single PM to coordinate with City Capital Engineering PM, other City Departments/Divisions, each task lead, etc. to deliver tasks; and implement QA/QC measures. Consultant must provide quality assurance and control of documents prior to each submittal. The Consultant shall prepare and distribute the agenda and associated materials in advance of each meeting, and prepare action item minutes following each meeting.

The Consultant shall prepare and review all necessary legal documents, insurance certificates, correspondence, invoices, and associated materials necessary for the successful execution of the contract.

1.1 Meetings

○ KICK-OFF MEETING

- a) Shortly after the issuance of the Notice to Proceed an Environmental Kick-off meeting shall be held. The meeting will be held via Zoom or Teams. The City PM and stakeholders shall provide information, guidance and answer questions. This meeting shall serve to establish project requirements. The meeting shall also be used to clarify the lines of communication and other administrative details.

○ PROGRESS MEETINGS

For the basis of Proposal, the Consultant shall assume monthly progress meetings (or a conference call, if appropriate) with City PM to review progress and obtain direction, assume 6 progress meetings. The Consultant shall maintain a list of action items with projected completion dates and shall include progress in weekly updates, at monthly meetings and with invoice. The Consultant shall send current action item list via email to the City PM no later than three (3) working days following each progress meeting.

○ ADDITIONAL MEETINGS

The Consultant shall organize additional meetings, as required, to complete the project. Additional meetings include, but are not necessarily limited to, meeting with other agencies such as resource agencies and utility companies. Cost for additional meetings shall be included in the lump sum not to exceed contract amount. No separate payment shall be made.

1.2 Project Management

Consultant shall prepare and maintain a detailed critical path project schedule with subtasks for all deliverables submitted to the City prior to the first invoice and submit with *weekly* written project status reports throughout the duration of the project. The weekly reports are critical to forecast resource needs and ensure the appropriate staff and support services are available, when needed, to deliver the project on schedule and within budget. Consultant shall notify the PM of any scope, schedule or budget issues that may arise.

TASK 2 BIOLOGICAL RESOURCES

The Consultant shall perform sub-tasks related to LHD EIR Proposed Project Impacts for Mitigation Measures 5.3 Biological Resources, MM BIO-1, MM BIO-2, MM BIO-3, and MM BIO-4.

2.1 MM BIO-1 Joshua Tree Incidental Take Permit

The City shall give separate email Notice to Proceed for this Task. The Consultant shall prepare the required application and obtain Incidental Take Permit from California Department of Fish and Wildlife (CDFW) in accordance with MM BIO-1 for LHD Phase 2. A detail survey of the Joshua trees on the project site shall be provided by the City as required by MM BIO-1. This sub-task shall include City and CDFW coordination, and incorporation of City and CDFW comments up to permit issuance. The City will be allowed three weeks to review and provide comments.

2.2 MM BIO-2 Preconstruction Survey for Blainville's Horned Lizard

The Consultant shall have a permitted biologist conduct a preconstruction survey for Blainville's horned lizard in accordance with MM BIO-2 for both projects treated separately, LHD Phase 1 and Phase 2.

2.3 MM BIO-3 Preconstruction Survey for Burrowing Owls

The Consultant shall have a permitted biologist determine the suitability of habitat and availability of burrows within individual projects disturbance area in accordance with MM BIO-3 for both projects treated separately, LHD Phase 1 and Phase 2.

2.4 MM BIO-4 Preconstruction Survey for Nesting Birds

The Consultant shall have a qualified biologist conduct seven (7) nesting bird surveys of the property in accordance with MM BIO-4 for both projects treated separately, LHD Phase 1 and Phase 2.

TASK 3 CULTURAL RESOURCES

The Consultant shall perform tasks related to LHD EIR Proposed Project Impacts for Tribal Consultation for LHD Phase 1 and Phase 2, and then perform sub-tasks for Mitigation Measures 5.4 Cultural Resources, MM CUL-2 and MM CUL-3, if the individual sub-task is required by the Native American Tribes. These Task include the Consultant acting as Lead Agency for contact with the tribes for LHD Phase 1 and 2. This does not include acting as Lead Agency for individual projects proposed by others.

3.1 Tribal Consultation

The Consultant shall perform Tribal Consultation on behalf of the City with the Native American Tribes for confirmation if Mitigation Measures MM CUL-2 and MM CUL-3 are applicable to LHD Phase 1 and/or Phase 2. Initial consultation was completed with the EIR process, however subsequent Consultation is needed specific to LHD Phase 1 and Phase 2. The Consultant shall perform Tribal Consultation simultaneously for both projects. Both projects shall be treated separately, LHD Phase 1 and Phase 2, for determination of required project specific Mitigation Measures with potentially

different required Mitigation Measures for each project.

3.2 MM CUL-2 Worker Education Training and Awareness Program

If required after Tribal Consultation, the Consultant shall develop and present a Worker Education Training and Awareness Program in accordance with MM CUL-2 for both projects treated separately, LHD Phase 1 and Phase 2.

3.3 MM CUL-3 Monitoring, Avoidance, and Treatment Plan

If required after Tribal Consultation, the Consultant shall prepare a Monitoring, Avoidance, and Treatment Plan and submit to the City and Tribes for review in accordance with MM CUL-3 for both projects treated separately, LHD Phase 1 and Phase 2.

TASK 4 HAZARDS AND HAZARDOUS MATERIALS

The Consultant shall perform sub-tasks related to LHD EIR Proposed Project Impacts for Mitigation Measures 5.8 Hazards and Hazardous Materials, MM HAZ-4.

4.1 MM HAZ-4 Sampling and Analytical Testing for Presence of Residual Organochlorine Pesticides or Herbicides

The Consultant shall require representative soil sampling and analytical testing to assess for the presence of residual organochlorine pesticides or herbicides be performed in accordance with MM HAZ-4 for LHD Phase 1 and Phase 2. The Consultant shall perform Sampling and Analytical Testing simultaneously for both projects. Both projects shall be treated separately, LHD Phase 1 and LHD Phase 2, for determination if a Remediation Action Plan is required per Task 4.2.

4.2 MM HAZ-4 Remediation Action Plan for Presence of Residual Organochlorine Pesticides or Herbicides

If required after sampling and analytical testing due to presence of residual organochlorine pesticides or herbicides found above acceptable levels, the Consultant shall prepare a Remediation Action Plan to address removal of contaminated soil on-site in accordance with MM HAZ-4 for both projects treated separately, LHD Phase 1 and Phase 2. This sub-task shall include incorporation of City comments. The City will be allowed three weeks to review and provide comments.

TASK 5 NOISE

The Consultant shall perform sub-tasks related to LHD EIR Proposed Project Impacts for Mitigation Measures 5.11 Noise, MM NOI-1 and MM NOI-3.

5.1 MM NOI-1 Construction Management Plan

The Consultant shall prepare a Construction Management Plan in accordance with MM HAZ-4 for both projects treated separately, LHD Phase 1 and Phase 2. This sub-task shall include incorporation of City comments. The City will be allowed three weeks to review and provide comments.

5.2 MM NOI-3 Vibration Management Plan

The Consultant shall prepare a construction-related Vibration Management Plan in accordance with MM NOI-3 for both projects treated separately, LHD Phase 1 and Phase 2. This sub-task shall include incorporation of City comments. The City will be allowed three weeks to review and provide comments.

TASK 6 AIR QUALITY

The Consultant shall perform sub-tasks related to LHD EIR Proposed Project Impacts for Mitigation Measures 5.2 Air Quality, MM AQ-1.

6.1 MM AQ-1 Valley Fever Dust Management Plan

The Consultant shall develop a “Valley Fever Training Handout,” along with training and a schedule of sessions for education to be provided to all construction personnel in accordance with MM AQ-1 for both projects treated separately, LHD Phase 1 and Phase 2. This sub-task shall include incorporation of City comments. The City will be allowed three weeks to review and provide comments.

DELIVERABLES

Consultant shall provide to the City deliverables in hardcopy and electronic format for all phases shown. Provide hard copies in numbers as stated.

Cost of the following deliverables shall include reimbursable costs including but not limited to shipping, supplies, etc.:

TASK 1 Project Management

- a. PDF of Meetings, Coordination Calls/Emails, Correspondence

TASK 2 Biological Resources

- a. Application (Word doc and PDF) and Incidental Take Permit (PDF)
- b. Written results of preconstruction survey for Blainville’s horned lizard (PDF)
- c. Written results of preconstruction survey for burrowing owls (PDF)
- d. Written results of preconstruction survey for nesting bird surveys (PDF)
- e. Individual files for digital photos taken during the preconstruction surveys

TASK 3 Cultural Resources

- a. Written results of Tribal Consultation
- b. Worker Education Training and Awareness Program (Word doc and PDF)
- c. Monitoring, Avoidance, and Treatment Plan (Word doc and PDF)

TASK 4 Hazards and Hazardous Materials

- a. Written results of soil sampling and analytical testing to assess for the presence of residual organochlorine pesticides or herbicides
- b. Remediation Action Plan (Word doc and PDF)

TASK 5 Noise

- a. Construction Management Plan (Word doc and PDF)
- b. Vibration Management Plan (Word doc and PDF)

TASK 6 Air Quality

- a. Valley Fever Dust Management Plan (Word doc and PDF)

ADDITIONAL SERVICES NOT INCLUDED

Services other than those set forth in this exhibit shall constitute extra services. Extra services include but are not limited to, attendance at meetings other than those included in the Scope of Services, additional plans, topographic survey, etc. shall be considered additional services and will be performed only with written authorization from the City and for additional fees to be negotiated prior to authorization.

EXHIBIT 1-B: SCOPE OF SERVICES

INTRODUCTION

On August 2, 2022, the City executed a Task Order for Environmental Services with Psomas.

Under this Additional Authorization No. 1, the Consultant (or Sub-Consultant) shall provide additional project management and cultural resource monitoring during the construction phase of the project.

A detailed outline of the scope of work by Task is included below.

Milestone tasks and schedule are included in Exhibit 2-B and payment and fees by tasks and sub-tasks table is included in Exhibit 3-B.

PROJECT APPROACH

The Lancaster Health District Environmental Impact Report requires several mitigation efforts during construction in order to monitor and protect cultural, historical, archeological, and paleontological resources. Due to the heightened cultural sensitivity, archeological, paleontological, and Tribal monitors are required for all ground-disturbing activities.

The following scope of work was developed to address these monitoring requirements.

TASK 1 ADDITIONAL PROJECT MANAGEMENT

Perform additional project management, scheduling, quality control, and quality assurance tasks necessary to maintain the project schedule, budget, and a high-quality set of deliverables to the City.

1.1 Additional Meetings

The Consultant shall organize additional meetings, as required, to complete the project for the additional scope of work.

1.2 Additional Project Management

The Consultant shall perform additional project management and scheduling tasks necessary to complete the project for the additional scope of work.

TASK 2 CULTURAL RESOURCES MONITORING

The Consultant shall perform tasks related to LHD EIR Proposed Project Impacts for Mitigation Measures 5.4 Cultural Resources, MM CUL-4, MM CUL-5, MM CUL-6, MM CUL-7, and MM GEO-2. This Task includes the Consultant acting as Lead Agency for contact with the tribes for LHD Phase 1 and 2. This does not include acting as Lead Agency for individual projects proposed by others.

2.1 MM CUL-4, MM CUL-6, MM CUL-7, and MM GEO-2 Archaeological and Paleontological Resources Monitoring

The Consultant shall have an archaeological monitor present for all ground-disturbing activities, assume 90 days, in accordance with MM CUL-4, MM CUL-6, MM CUL-7, and MM GEO-2 for both projects treated separately, LHD Phase 1 and Phase 2. For proposal purposes, the Consultant shall assume one monitor working 8-hour days for a total of 90 days and shall provide unit rate for additional days in itemized breakdown in support of Exhibit 3.

During ground-disturbing activities, the Consultant shall provide one qualified cross trained archaeological/paleontological monitor, per SCA and SVP guidelines, to direct and monitor ground disturbing activities within undisturbed native sediments, pursuant to MM CUL-4, MM CUL-6, MM CUL-7, and MM GEO-2. Monitoring activities will be conducted under the supervision of a Project Senior Archaeologist who will adjust or modify monitoring activities accordingly and based on ground disturbance activities.

On-site, the monitors will coordinate directly with City's representative and construction personnel and will have the authority to temporarily halt or re-direct work if cultural resources and/or fossils are observed. The on-site monitor(s) will immediately notify the Project Senior Archaeologist and City's representative of the observation. The on-site monitor(s) will identify and mark a 60-foot "no work" radius around any finds made during construction until the exposed resources (archaeological and paleontological) are evaluated and recovered.

Monitors will fully document construction activities daily and prepare logs that include details of construction activities, soil observations, and any discoveries or relevant observations. All daily logs, photographs, and locational data will be archived and provided to the City upon request.

In the event of a significant prehistoric and/or tribal cultural resource discovery, the Project Senior Archaeologist, in consultation with the Native American representatives from the FTBMI, MBMI, and SMBMI, will initiate a Data Recovery Plan (MM CUL-6) for review by City. Recovered cultural resources will be transferred to a public, non-profit curation facility, university, or museum with research interest in the cultural resources. A repository agreement between Psomas and an accredited curation facility (e.g., MOAH, Cooper Center, Natural History Museum of Los Angeles County) will be reached before the Project begins. However, if the cultural resources are determined to be important to the tribal representatives, the resources will first be offered to the tribe for permanent curation, repatriation, or reburial, as directed by the tribal representatives. If neither the tribe nor a curation facility will accept the cultural resources, then Psomas will retain the resources and coordinate future donation to a local school or historical society for educational purposes on behalf of the City.

If identified human remains (MM CUL-7) are encountered during construction, the Psomas monitor will stop the activities in the immediate area of the discovery and immediately notify the Psomas Senior Archaeologist and the City of the observation. The Psomas monitor and Senior Archaeologist will ensure that the human remains be treated with respect and in accordance with the procedures defined by the California Health and Safety Code Section 7050.5 and Public Resource Code (PRC) Section 5097.98. The Psomas monitor will notify the Los Angeles County Coroner, and the Coroner will contact the Native American Heritage Commission (NAHC) to identify the Most Likely Descendent (MLD).

Psomas will determine the significance of any fossils encountered and direct the recovery and curation, as appropriate (MM GEO-2). Psomas has extensive experience in fossil identification and employs the most current and applicable professional techniques of fossil preparation and curation methods. Recovered fossils will be transferred to a regional natural history museum to be held in public trust in accordance with SVP guidelines; a repository agreement with an accredited museum (e.g., MOAH, Cooper Center, Natural History Museum of Los Angeles County) will be reached before the Project begins.

Scope of work assumes negative findings. Significant archaeological discoveries and a curation agreement with an accredited facility will require an Additional Authorization.

2.2 MM CUL-5 Tribal Monitoring

The Consultant shall have a tribal monitor present for all ground-disturbing activities, assume 90 days, in accordance with MM CUL-5 for both projects treated separately, LHD Phase 1 and Phase 2. For proposal purposes, the Consultant shall assume one tribal monitor from each of the three tribal governments working 30 8-hour days for a total of 90 days and shall provide unit rate for additional days in itemized breakdown in support of Exhibit 3.

As subconsultants to Psomas, FTBMI, MBMI, and SMBMI will each provide one Native American Monitor (NAM), to monitor ground disturbing activities on an agreed upon rotating schedule. Monitoring activities will be conducted under the supervision of the Project Senior Archaeologist. The NAM will coordinate directly with City's representative and construction personnel and will have the authority to temporarily halt or re-direct work if tribal cultural resources are observed. The NAM will immediately notify the Project Senior Archaeologist and City's representative of the observation. The NAM will also identify and mark a 60- foot "no work" radius around any finds made during construction until the exposed tribal cultural resources are evaluated and recovered.

The NAM will fully document construction activities daily and prepare logs that include details of construction activities, soil observations, and any discoveries or relevant observations. All daily logs, photographs, and locational data will be archived and provided to the City upon request.

2.3 Post-Construction Report

Following the end of project-related excavation and ground-disturbing activities, Psomas will prepare a post-construction report. This report will include a narrative of the Project's findings, maps, and attached daily monitoring reports. The report will be prepared according to Archaeological Resource Management Reports (ARMR) Guidelines, California State Historic Preservation (SHPO) Guidelines, SCA, and SVP Guidelines and will describe the methods used, results of the fieldwork and, if applicable, National Register of Historic Places (NRHP) eligibility recommendations and California Register of Historic Resources (CRHR) eligibility recommendations.

This SOW assumes a report of negative findings. A positive findings report will require an Additional Authorization. Upon completion, the post-construction report will be submitted for review and approval.

DELIVERABLES

Consultant shall provide to the City deliverables in hardcopy and electronic format for all phases shown. Provide hard copies in numbers as stated.

Cost of the following deliverables shall include reimbursable costs including but not limited to shipping, supplies, etc.:

TASK 1 Project Management

- a. PDF of Meetings, Coordination Calls/Emails, Correspondence

TASK 2 Cultural Resources Monitoring

- a. Written daily results of Archaeological and Paleontological monitoring
- b. Written daily results of Tribal monitoring
- c. Individual files for digital photos taken during monitoring
- d. Post-Construction Report

ADDITIONAL SERVICES NOT INCLUDED

Services other than those set forth in this exhibit shall constitute extra services. Extra services include but are not limited to, attendance at meetings other than those included in the Scope of Services, additional plans, topographic survey, etc. shall be considered additional services and will be performed only with written authorization from the City and for additional fees to be negotiated prior to authorization.

EXHIBIT “2”

SCHEDULE

A. Task Order 2 – Schedule

B. Revised Task Order 2 - Schedule

EXHIBIT 2: SCHEDULE

In order to preserve grant funding and meet building occupancy schedules, time is of the essence. Task Order will be processed and executed as soon as possible following selection, and shall be in place prior to Notice to Proceed.

Milestone	Completed By
Notice to Proceed	07/26/2022
Tribal Consultation for Phase 1 and 2	08/23/2022
Sampling and Analytical Testing for Phase 1 and 2	08/23/2022
Phase 1 Draft Plans	09/22/2022
Phase 1 Final Plans	11/10/2022
Phase 2 Draft Plans, Incidental Take Permit Application	10/27/2022
Phase 2 Final Plans, Incidental Take Permit Application	12/21/2022
Preconstruction Surveys	Within 72 hrs before site disturbance, 12/30/2023

City review periods, as noted in Exhibit 1, are included in this schedule; no additional time will be awarded for allowable time with City.

With submittal of a Proposal, the Consultant acknowledges understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.

EXHIBIT 2-B: SCHEDULE

No change authorized with Additional Authorization No. 1.

EXHIBIT “3”

PAYMENT OF FEES

The Consultant shall maintain separate costs and shall identify the specific costs. The costs under this task order shall include:

A. Task Order 2 – Payment and Fees

B. Revised Task Order 2 - Payment and Fees

<u>Original Authorization:</u>	\$124,099.00
<u>Previous Addt'l Authorizations:</u>	\$0.00
<u>Authorization No. 1:</u>	\$204,196.00
<u>Total Not To Exceed:</u>	\$328,295.00

EXHIBIT 3- A: PAYMENT AND FEES*

TASK NO.	DESCRIPTION	PRICE
1. PROJECT MANAGEMENT		<u>\$12,800.00</u>
1.1	Meetings	
1.2	Project Management	
2. BIOLOGICAL RESOURCES		<u>\$56,895.00</u>
2.1	MM BIO-1 Joshua Tree Incidental Take Permit	
2.2	MM BIO-2 Preconstruction Survey for Blainville's Horned Lizard	
2.3	MM BIO-3 Preconstruction Survey for Burrowing Owls	
2.4	MM BIO-4 Preconstruction Survey for Nesting Birds	
3. CULTURAL RESOURCES		<u>\$15,654.00</u>
3.1	Tribal Consultation	
3.2	MM CUL-2 Worker Education Training and Awareness Program	
3.3	MM CUL-3 Monitoring, Avoidance, and Treatment Plan	
4. HAZARD AND HAZARDOUS MATERIALS		<u>\$29,150.00</u>
4.1	MM HAZ-4 Sampling and Analytical Testing for Presence of Residual Organochlorine Pesticides or Herbicides	
4.2	MM HAZ-4 Remediation Action Plan for Presence of Residual Organochlorine Pesticides or Herbicides	
5. NOISE		<u>\$4,800.00</u>
5.1	MM NOI-1 Construction Management Plan	
5.2	MM NOI-2 Vibration Management Plan	
6. AIR QUALITY		<u>\$4,800.00</u>
6.1	MM AQ-1 Valley Fever Dust Management Plan	
TOTAL COST*		<u>\$124,099.00</u>
TIME AND MATERIALS NOT TO EXCEED		

EXHIBIT 3: PAYMENT AND FEES*

TASK NO.	DESCRIPTION	PRICE
TOTAL COST AMOUNT WRITTEN IN WORDS		
<u>One hundred twenty-four thousand, ninety-nine dollars</u>		

- * In support of Exhibit 3, Consultant shall provide two fee grids (in table format), with an itemized breakdown by:
- Hours** and Personnel
 - Rate and Personnel

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, *complete*. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

On-Call Rates		Project Name: LANCASTER HEALTH DISTRICT PHASES 1 AND 2 PROJECT							Work Order:							
DESCRIPTION	Principal-In-Charge	AQ, CC, & NM	Senior PM Env	Reg Perm Manager	GIS Manager	Sr Blo/Sr Eco 1	Certified Arborist	Sr Arch/ Paleo	Blo	GIS Analyst	Archeo/ Paleo	Word Proc	Tech Writer/ Editor		TOTAL	
Hourly Rates	\$250	\$200	\$200	\$190	\$160	\$155	\$155	\$140	\$130	\$130	\$115	\$105	\$100			
TASK 1 PROJECT MANAGEMENT																
1.1 Managment,Mertings, and Coordination			64												\$12,800.00	
														Subtotal:	\$12,800.00	
TASK 2 BIOLOGICAL SERVICES																
2.1 Joshua Tree ITP Permitting				50	8		8		25				8		\$16,070.00	
2.2 Blainsville's Horned Lizard Pre-Construction Survey		1	4		4	20			32			4	2		\$9,570.00	
2.3 Burrowing Owl Surveys		2	4		6	30			66			6	3		\$16,420.00	
2.4 Nesting Bird Surveys		2	6		2	75				6		2	2		\$14,835.00	
														Subtotal:	\$56,895.00	
TASK 3 CULTURAL SERVICES																
3.1 Tribal Consultation								20				3			\$3,115.00	
3.2 Worker Education Training Awareness Program (ADD TRIBAL FEES BELOW)					1			24			8	1	2		\$4,745.00	
3.3 Cultural Resource Monitoring/Avoidance Plan					2			20				1	2		\$3,425.00	
														Subtotal:	\$11,285.00	
TASK 4 HAZARDS AND HAZARDOUS MATERIALS																
4.1 Site Investigation SEE SUB GROUP DELTA COST BELOW															-	
4.2 Remediation Action Plan (optional) SEE SUB GROUP DELTA COST BELOW															-	
															-	
TASK 5 NOISE																
5.1 -5.2 Construction Noise and Vibration Management Plan			24												\$4,800.00	
														Subtotal:	\$4,800.00	
TASK 6 AIR QUALITY																
6.1 Valley Fever Dust Management Plan (optional)			24												\$4,800.00	
														Subtotal:	\$4,800.00	
Subtotal Fee by Staff Category		\$1,250	\$9,600	\$15,600	\$9,500	\$3,680	\$19,375	\$1,240	\$8,960	\$15,990	\$780	\$920	\$1,785	\$1,900	\$90,580	
Subtotal Hours by Staff Category		5	48	78	50	23	125	8	64	123	6	8	17	19	574	
GRAND TOTAL															\$124,099.00	
Subconsultants not included above		Fee	Markup	Cost												
Task 3.2, Subconsultant, Tribal Monitors		\$3,972	10%	\$4,369.00												
Task 4, Subconsultant, Group Delta, Hazarda and Haz Mat		\$26,500	10%	\$29,150.00												
			TOTAL:	\$33,519												



GROUP DELTA

Psomas

5 Hutton Centre Drive, #300
Santa Ana, California 92707

May 12, 2022
Proposal No. EN22-080a

Attention: **Alia Hokuki, AICP**

Subject: **Revised Proposal for Pesticide/Herbicide Site Investigation
Lancaster Health District
Lancaster, California**

Dear Ms. Hokuki,

In response to your request, Group Delta Consultants, Inc. (Group Delta) is pleased to submit to Psomas (Client) this revised proposal to perform a Pesticide/Herbicide Site Investigation for the Lancaster Health District in Lancaster, California. This proposal consists of a project description/background, scope of work with assumptions, and proposed fee.

PROJECT DESCRIPTION

The project entails development of new roadways, bike paths, sidewalks, and other street features in some currently unpaved areas.

Mitigation Measure Haz-4 requires the following:

Prior to the issuance of any construction related permits for individual projects located on vacant sites within the project site, the applicant shall require representative soil sampling and analytical testing to assess for the presence of residual organochlorine pesticides or herbicides be performed prior to the commencement of construction efforts. If presence of residual organochlorine pesticides or herbicides are found above acceptable levels a Remediation Action Plan would be prepared to address the removal of contaminated soil onsite prior to construction efforts.

SCOPE OF WORK

Site Investigation

Our scope will include testing the unpaved and vacant areas of the project footprint for residual pesticide and herbicide contamination, including Lancaster Health District (LHD) Phase 1 and LHD Phase 2.

The Department of Toxic Substances Control (DTSC) Interim Guidance for Sampling Agricultural Properties will serve as the guiding document for development of the scope of work with some modifications based upon the requirements of Mitigation Measure Haz-4 and the nature of the proposed project. Two key considerations are that only surficial testing is required and the arsenic should also be considered a chemical of concern for previous agricultural land uses.

Surface samples (i.e., 0-6 inches below ground surface) will be collected from undeveloped and unpaved portions of the project footprint along the alignments of the proposed roadway improvements. A sampling frequency of approximately 500 feet is proposed, and it is assumed that no more than twenty-one sampling locations will be required for the investigation.

Group Delta staff will coordinate with the laboratory and pick up the laboratory bottle order. Samples will be collected with a clean trowel or jar, placed in laboratory-provided 8-oz glass jars, and transported to a ELAP-certified laboratory under chain of custody.

Samples that are sent to the laboratory will be analyzed for the following:

- Organochlorine pesticides using Environmental Protection Agency (EPA) Method 8081A
- Chlorinated herbicides using EPA Method 8051A.
- Arsenic using EPA Method 6010B
- California Waste Extraction Test (CA-WET) and Federal Toxicity Characteristic Leaching Procedure (TCLP), only as necessary

Group Delta will prepare a report summarizing the findings of the investigation. The report will contain a description of the field activities, a summary of the laboratory results, conclusions and recommendations, tables, and figures as necessary. The soil will be classified in accordance with hazardous waste criteria and applicable disposal/reuse criteria.

Remediation Action Plans (Optional)

As an optional task, Group Delta will prepare a "Remediation Action Plan" or Soil Management Plan to guide the contractor on appropriate soil management and general health and safety recommendations during construction. Both projects shall be treated separately, LHD Phase 1 and LHD Phase 2, for determination if a Remediation Action Plan is required. Depending upon the results of the site investigation, this task may not be needed. This task includes one round of City review and then re-submittal.

FEES

Our not to exceed fees for the above scope of work is on a lump sum basis in accordance with standard rates as follows:

Site Investigation	\$20,500
Remediation Action Plan #1 (Optional)	\$4,000
Remediation Action Plan #2 (Optional)	\$2,000

We will not exceed these fees unless we encounter significant unexpected problems or change of scope. In that event, we will discuss the situation with you before incurring any additional cost. The above fee estimate covers services provided through the completion of our reports. Supplemental post-report services will be provided, as needed, in accordance with our contract rates in effect at the time the work is performed.

ASSUMPTIONS

The budget estimate presented above is based on the following assumptions:

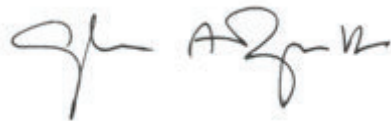
- We assume no encroachment permitting or traffic control is required and there are no access restrictions.
- We assume there is no environmental regulatory agency involvement regardless of the findings of the site investigation.
- We assume a work plan is not required. However, a boring location plan is attached.
- The "Remediation Action Plan" does not include the contractor's Health and Safety Plan which must be the contractor's responsibility.

CONCLUDING REMARKS

We look forward to being your consultant on this project. Please feel free to call us if you have any questions on the contents of this proposal.

Sincerely,

GROUP DELTA CONSULTANTS, INC.



Glenn Burks, Ph. D., P.E.
Director of Environ. Services



Jack Packwood, CIH
Associate

EXHIBIT "A"

RATE SHEET

The Consultant shall maintain separate costs for each project and shall identify the costs specific to each project.

Rates identified are for the life of the agreement, unless a rate adjustment is required for the payment of prevailing wages as determined by the State of California, Department of Industrial Relations.

SEE ATTACHED

**CITY OF LANCASTER MULTI-YEAR PROFESSIONAL SERVICES
FEE SCHEDULE EFFECTIVE THROUGH 12/31/2020**

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATES</u>
Principal-in-Charge	\$250
Environmental Manager	\$240
Surface Water Resources/Water Quality Modeling Engineer	\$235
Senior Project Manager, Engineering	\$235
Transportation/Traffic Engineering Manager	\$215
Air Quality, Climate Change and Noise Manager	\$200
Civil Engineer, Hydrology/Hydraulics	\$200
Senior Project Manager, Environmental	\$200
Habitat Restoration Manager	\$195
Senior Project Manager/Biological Resources Manager	\$190
Senior Biologist/Senior Ecologist II	\$190
Regulatory Permitting Manager	\$190
Project Engineer	\$175
Regulatory Permitting Specialist	\$160
Senior Restoration Ecologist	\$160
Project Manager/Senior Environmental Planner	\$145
Senior Biologist/Senior Ecologist I	\$155
Certified Arborist	\$155
Senior Archaeologist/Paleontologist	\$140
Transportation/Traffic Engineer	\$135
Biologist	\$130
Air Quality, Climate Change, and Noise Specialist	\$115
Environmental Planner	\$115
Archaeologist/Paleontologist	\$115
Field Technician	\$115
Civil Engineer Designer	\$105
Environmental Analyst	\$100
GIS Manager	\$160
GIS Analyst	\$130
Word Processor	\$105
Graphic Artist	\$100
Technical Writer/Editor	\$100
Project Assistant/Administrative Assistant	\$110

REIMBURSABLE COSTS

Reprographics (Outside)	at cost plus 10%
Reprographics (Inside)	Request Printing fee sheet
Other Out-of-pocket Expenses	at cost plus 10%
Subconsultants	at cost plus 10%
Plotting:	
Color Bond	\$1.50 per sq ft
Color Photo Gloss	\$2.50 per sq ft
Aerial Maps: Less than 500 acres	\$200
Aerial Maps: 500–1,500 acres	\$350
Aerial Maps: Greater than 1,500 acres	\$500

**Phillip Brylski
Independent Consultant**

Classification

Biologist/Ecologist

Hourly Billing Rate

\$105

31 Tahoe, Irvine, California 92612
Phone: (949) 870-8878
Email: pbrylski@gmail.com

Historic Resources Group

HOURLY RATES

Managing Principal	\$225
Principal Architect (Peyton Hall, FAIA)	\$250
Principal	\$200
Senior Architectural Historian/Preservation Planner/Architect	\$150
Staff Architectural Historian/Preservation Planner/Architect	\$100
Associate Staff	\$75
Clerical	\$60

HISTORIC RESOURCES GROUP

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-3816
Telephone 626 793 2400 Facsimile 626 793 2401
www.historicresourcesgroup.com

CONVERSE CONSULTANTS

Schedule of Fees

Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488.....	10.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
▪ Moisture Content & Dry (Bulk) Density, ASTM D2216 & D2937	25.00
▪ Moisture Content, ASTM D2216	10.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
▪ Several points	100.00
▪ One point.....	50.00
Particle Size Analysis, ASTM D422	
▪ Fine Sieve (From #200 to #4)	100.00
▪ Coarse and Fine Sieve (From #200 to 3 in)	180.00
▪ Hydrometer	85.00
Percent Passing #200 Sieve, ASTM D1140.....	60.00
Specific Gravity	
▪ Fine (passing #4 sieve), ASTM D854.....	90.00
▪ Coarse (retained on #4 sieve), ASTM C127	90.00
Sand Equivalent Test.....	90.00
Double Hydrometer Dispersion, ASTM D4221.....	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
▪ Method A or B	200.00
▪ Method C (6-inch mold).....	210.00
California Impact Method (Caltrans 216).....	200.00
R-value, ASTM D2844.....	250.00
California Bearing Ratio (CBR), ASTM D1883	
▪ 1 point	150.00
▪ 3 point	350.00
Relative Density	
▪ 0.1 cubic foot mold	200.00
▪ 0.5 cubic foot mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
Direct Shear	
▪ Quick Test.....	75.00
▪ Consolidated - Drained (granular soil)	
ASTM D3080	175.00
▪ Consolidated - Drained (fine grained soil), ASTM D3080	260.00
▪ Consolidated - Undrained (fine grained)	150.00
▪ Residual Strength, per Cycle	60.00
▪ Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM 2166	100.00
Unconsolidated - Undrained, ASTM D2850	110.00
Consolidated - Undrained (per point)	700.00
Consolidated - Drained (per point)	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens	60.00

CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	220.00
Additional load increment.....	40.00
Time-Ratio, per load increment.....	80.00
Single Point (collapse test).....	80.00
Single Load Swell, ASTM D4546	
▪ Ring Sample, Field Moisture	85.00

▪ Ring Sample, Air Dried	85.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434.....	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100.....	350.00
Remolded Specimen.....	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	230.00
Organic Content, ASTM D2974	75.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2021.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in the Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing, in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U. S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turn-around for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turn-around to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with the ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon.

CONVERSE CONSULTANTS **Schedule of Fees** **Materials Testing Services**

Compensation for laboratory testing services will be based on rates in accordance with this schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2021.

AGGREGATES

Moisture Content (ASTM D2216)	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each	100.00
▪ Coarse and fine (ASTM C136 & 137), each	180.00
▪ Specific Gravity & Absorption	
▪ Coarse Aggregate (ASTM C127)	85.00
▪ Fine Aggregate (ASTM C128)	85.00
▪ Unit weight per cubic foot (ASTM C29)	75.00
▪ Soundness-Sodium or Magnesium (ASTM C88), each	200.00
▪ Potential Alkali Reactivity (ASTM D289)	300.00
▪ Freeze Thaw Soundness	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535)	210.00
▪ Sand Equivalent (ASTM D2419)	90.00
▪ Lightweight Particles (ASTM C123), each	85.00
▪ Clay Lumps and Friable Particles (ASTM C142), each	120.00
▪ Stripping test (ASTM D1664), each	85.00
▪ Organic impurities (ASTM C40)	75.00
▪ Durability	By Quote

CONCRETE TESTS

Laboratory Trial Batch (ASTM C192)	By Quote
Laboratory Mix Design, historical data	By Quote
Compression Test, 6"x 12" cylinder (ASTM C39), each	40.00
Light Weight Concrete	
▪ Compression	40.00
▪ Unit Weight	50.00
Specimen preparation, trimming or coring, each	60.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse	150.00
▪ Prepared by Others	80.00
Core Compression Test (ASTM C12), each	60.00
Flexure test, 6"x 6" beams (ASTM C78), each	110.00
Modulus of Elasticity - Static (ASTM C469), each	150.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157)	320.00
Splitting Tensile, 6" x 12" cylinders, each	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra)	
ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder	95.00
Hold Cylinder	7.00
Cylinder Mold sent to job site but not casted by Converse or returned to Converse	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each	20.00
Absorption, each	50.00
Compression, each	55.00
Shrinkage (ASTM C426), each	100.00
Net Area and Volume, each	25.00
Masonry Blocks, per set of 9	450.00
Masonry Core Compression, each	55.00
Masonry Core Shear, each	55.00
Masonry Core Trimming, each	55.00
Compression Test, grouted prisms, 8" x 8" x 16", each	120.00
Compression Test, grouted prisms, 12" x 16" x 16", each	130.00

Compression Test

▪ 2" x 4" Mortar Cylinder, each	35.00
▪ 3" x 6" Grout Prisms, each	35.00
▪ 2" Cubes (ASTM C109), each	35.00
Cast by others	35.00
Mortar or Grout Mix Designs	By Quote

FIREPROOFING TESTS

Oven Dry Density (per sample)	60.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit	60.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927	200.00
Marshall ASTM D1559, ASTM D2726	200.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each	95.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3	60.00
Laboratory Mixing of Asphalt & Concrete, per sample	75.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall)	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each	210.00
Extraction of Rubberized Asphalt and Gradation, each	250.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated	95.00
▪ coated	105.00
Immersion-Compression	400.00
Particle coating (ASTM 2489)	55.00
Stripping (ASTM D1664)	70.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or by products	220.00
Retained Strength (ASTM D1074/D1075)	
6 specimens	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens	By Quote
CBR, ASTM D1883, including M/D curve, 1 point	350.00
Asphalt Temperature	15.00

STRUCTURAL STEEL

Tensile Test, #9 Bar or Smaller, each	50.00
Bend Test, #9 Bar or Smaller, each	50.00
Tensile Test, #10 Bar or Greater, each	280.00
Tensile Test, #14 Bar, each	310.00
Rebar coupler tensile test	100.00
Tensile Test, Welded #9 Bar or Smaller, each	100.00
Tensile Test, Welded #10 Bar or Greater, each	280.00
Tensile Test, Welded #14 Bar, each	310.00
Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each	180.00
Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test for A490 Bolts

Under 100,000 lbs, each.....55.00

Over 100,000 lbs, each.....65.00

Wedge Tensile Test for A325 Bolts

Under 100,000 lbs, each.....60.00

Tensile Test – Anchor Bolts, tested with displacement
transducers, each.....300.00

Nut - Hardness, Proof, and Cone Proof Load Test, each.....50.00

Washer - Hardness, each.....35.00

A325 or A490 – Bolt hardness only, each.....35.00

Bolt A325 or A490

Wedge Tensile Under 100,000 lbs, and Hardness, each.....85.00

Wedge Tensile Over 100,000 lbs, and Hardness, each.....100.00

Bolt, Nut, and Washer - All Tests per set with bolts

Under 100,000 lbs.....300.00

Over 100,000 lbs.....380.00

NOTES:

- (1) See *Geotechnical Laboratory Testing Schedule of Fees* for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS

Prevailing Wage Schedule of Fees

Personnel

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2021.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipments)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$125
DSA Masonry Inspector	125
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	125
Sample Pick-up	70

Professional Services (Consultation for Field and Office if requested)

Staff Professional	\$120
Senior Staff Professional	135
Project Professional	150
Project Manager	165
Senior Professional	165
Principal Professional	195

Laboratory Testing

Laboratory Technician	Per Test
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees, unit price including report and engineer's review time)	

Office Support

Clerical/Word Processing	\$80
Drafting	90
CAD Operator/Drafting Manager	90

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date.

EXHIBIT 3-B: PAYMENT AND FEES*

TASK NO.	DESCRIPTION	PRICE
1.	ADDITIONAL PROJECT MANAGEMENT	<u>\$8,200.00</u>
1.1	Additional Meetings	
1.2	Additional Project Management	
2.	CULTURAL RESOURCES MONITORING	<u>\$195,996.00</u>
2.1	MM CUL-4, MM CUL-6, MM CUL-7, and MM GEO-2 Archaeological and Paleontological Resources Monitoring	
2.2	MM CUL-5 Tribal Monitoring	
2.3	Post-Construction Reporting	
TOTAL COST*		<u>\$204,196.00</u>
TIME AND MATERIALS NOT TO EXCEED		
TOTAL COST AMOUNT WRITTEN IN WORDS		
<u>Two hundred four thousand, one hundred and ninety-six dollars.</u>		

- * In support of Exhibit 3-B, Consultant shall provide two fee grids (in table format), with an itemized breakdown of
- a. Hours** and Personnel
 - b. Rate and Personnel
 - c. Unit rates for Additional Days of Archaeological Monitoring
 - d. Unit rates for Additional Days of Tribal Monitoring

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1-B, *complete*. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

<i>On-Call Rates</i>	<i>Project Name: LANCASTER HEALTH DISTRICT PHASES 1 AND 2 PROJECT; Additional Auth. No. 1</i>														
DESCRIPTION	Principal-in-Charge	AQ, CC, & NM	Senior PM Env	FTBMI (TCRM)	FTBMI (NAM)	SBMI (NAM)	Morongo (THPO)	Morongo (NAM)	Sr Arch/ Paleo	GIS Analyst	Archeo/ Paleo	Word Proc	Tech Writer/		TOTAL
Hourly Rates	\$250	\$200	\$200	\$110	\$117	\$120	\$126	\$151	\$140	\$130	\$115	\$105	\$100		
TASK 1 PROJECT MANAGEMENT															
1.1 Additional Meetings			4						10						\$2,200.00
1.2 Additional Project Management			9						30						\$6,000.00
														Subtotal:	\$8,200.00
TASK 2 CULTURAL SERVICES															
2.1 Archaeological and Paleontological Resources Monitoring											720				\$82,800.00
2.2 Tribal Monitoring				15	240	240	15	240							\$96,660.00
2.3 Post-Construction Reporting			4						24	2	16	2	4		\$6,870.00
														10% of Task 2.2	\$9,666.00
														Subtotal:	\$195,996.00
Subtotal Fee by Staff Category	\$0	\$0	\$3,400	\$1,650	\$28,080	\$28,800	\$1,890	\$36,240	\$8,960	\$260	\$84,640	\$210	\$400	\$194,530	
Subtotal Hours by Staff Category	0	0	17	15	240	240	15	240	64	2	736	2	4	1575	
GRAND TOTAL															\$204,196.00
Subconsultants not included above	Fee	Markup	Cost												
Task 2.2, Subconsultant, Tribal Monitors	\$96,660.00	10%	\$106,326.00												
		TOTAL:	\$106,326.00												

Subconsultant Roles:

Fernandeno Tataviam Band of Mission Indians (FTBMI)

San Manuel Band of Mission Indians (SMBMI)

Morongo Band of Mission Indians (MBMI)

Tribal Historic Preservation Officer (THPO)

Native American Monitor (NAM)

Tribal Cultrual Resource Manager (TCRM)