



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Preliminary Site Assessment for Lodi Avenue Reconstruction Project (\$63,340) and Appropriating Funds

**MEETING DATE:** May 6, 2009

**PREPARED BY:** Public Works Director

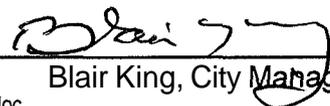
**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a professional services agreement with Neil O. Anderson and Associates (NOA), of Lodi, for the Preliminary Site Assessment for the Lodi Avenue Reconstruction Project in the amount of \$63,340 and appropriating funds as shown below.

**BACKGROUND INFORMATION:** Engineering staff has been working on the Lodi Avenue Reconstruction project which is expected to be constructed in Summer of 2009. The project is to reconstruct Lodi Avenue from the Union Pacific Railroad (UPRR) to Cherokee Lane.

The project is funded by various state, federal and local sources. The source of the federal money (\$1,082,394) will be the American Recovery and Reinvestment Act (ARRA) of 2009. In order for the project to qualify for the federal money, it must be approved by Caltrans. Staff has been working with Caltrans on the project approval over the past few months. Most recently, Caltrans has required a hazardous waste assessment of the existing rail spur be completed prior to their approval of the project. An Initial Site Assessment (ISA) and Preliminary Site Assessment (PSA) will need to be prepared by a qualified consultant. The ISA is basically a document research effort and written report. NOA has been issued a purchase order (\$4,250) to expedite the completion of the ISA. The PSA involves field coring along the spur line and laboratory testing of the recovered material.

The ARRA funds have a relatively short project commitment timeline that requires expediting the consultant selection process. In order to accelerate the work, staff selected NOA based upon their knowledge of the project, local presence, and ability to quickly respond to the City's needs. Staff has consulted with NOA to develop the agreement attached as Exhibit A. NOA is experienced in the preparation of ISA's and PSA's and is ready to expedite the completion of the work. Staff recommends retaining NOA to prepare the PSA for the project at a cost of \$63,340. The cost of the PSA is based on an accelerated schedule requested by City staff.

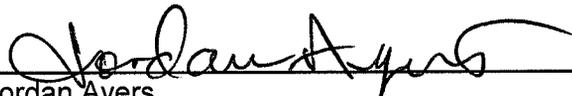
Staff recommends the Council authorize the City Manager to execute a professional services agreement with Neil O. Anderson and Associates for the preparation of the Preliminary Site Assessment.

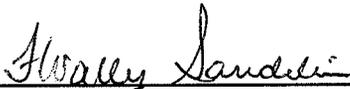
APPROVED:   
Blair King, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with  
Neil O. Anderson and Associates, of Lodi, for Preliminary Site Assessment for Lodi Avenue  
Reconstruction Project (\$63,340) and Appropriating Funds  
May 6, 2009  
Page 2

**FISCAL IMPACT:** The cost of obtaining professional services for the Preliminary Site Assessment required by Caltrans for the Lodi Avenue Reconstruction Project is \$63,340. Failure to obtain Caltrans approval will result in the loss of federal ARRA funds in the amount of \$1,082,394.

**FUNDING AVAILABLE:** Requested Appropriation: \$63,340 Measure K (325034)

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: City Attorney  
Purchasing Officer  
Neil O. Anderson and Associates  
Senior Civil Engineer Chang

AGREEMENT FOR CONSULTING SERVICES

**ARTICLE I**  
**PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (hereinafter "CONSULTANT").

**Section 1.2 Purpose**

CITY selected the CONSULTANT to provide the professional consulting services necessary to prepare a Phase I Environmental Site Assessment/Initial Site Assessment in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for ENVIRONMENTAL SITE INVESTIGATION/INITIAL SITE ASSESSMENT SOIL SURVEY FOR ABANDONED RAILWAY (CHURCH STREET TO CHEROKEE LANE) LODI AVENUE AND UNION PACIFIC RAILROAD CROSSING project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

**ARTICLE 2**  
**SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Phase 2 of the Environmental Site Assessment service as set forth in Exhibit A, attached and incorporated by this reference.

**Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work within five (5) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as required by the service.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants

ARTICLE 3  
COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

**Section 3.3 Costs**

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 Responsibility for Damage**

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

**Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.4 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

**Section 4.5 Insurance Requirements for CONSULTANT**

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be **as** follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$2,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$2,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Ea. Person

\$2,000,000 Bodily Injury - Ea. Occurrence

\$2,000,000 Property Damage - Ea. Occurrence

or

\$2,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA, 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**Section 4.7 Attorney's Fees**

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

**Section 4.8 Successors and Assigns**

CITY and CONSULTANT each **bind** themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
F. Wally Sandelin, Public Works Director  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

To CONSULTANT: Neil O. Anderson and Associates  
Neil O. Anderson, President  
902 Industrial Way  
Lodi, CA 95240

**Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

**Section 4.11 CONSULTANT is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

**Section 4.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement

**Section 4.14 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
CITY CLERK

By \_\_\_\_\_  
BLAIR KING  
CITY MANAGER

APPROVED AS TO FORM:

Dated: \_\_\_\_\_

NEIL O. ANDERSON AND ASSOCIATES

By \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
CITY ATTORNEY



Its: \_\_\_\_\_



NEIL O. ANDERSON  
AND ASSOCIATES

GEOTECHNICAL  
ENVIRONMENTAL  
INSPECTIONS & TESTING  
LABORATORY SERVICES  
POOL ENGINEERING  
POST TENSION DESIGN

April 23, 2009  
Sent Via Email: [LMC@lodi.gov](mailto:LMC@lodi.gov)  
Proposal Number: 1918

Mr. Lyman Chang  
Senior Civil Engineer  
City of Lodi – Public Works Department  
(209) 333-6800 ext. 2665

Subject: **Limited Scope Phase II Environmental Site Investigation (ESA)  
Soil Survey for Abandoned Railway (Church Street to Cherokee Lane)  
Lodi Avenue and Union Pacific Railroad Crossing  
Lodi, California**

Dear Mr. Chang

Per your request, Neil O. Anderson and Associates (NOA) is pleased to furnish you with our proposal for providing professional consulting services necessary to prepare a Limited Scope Phase II Environmental Site Assessment (ESA) for the above-referenced property. Our firm is currently performing a Phase I Initial Site Assessment (ISA) for the subject site in order to better understand the potential for existing contamination due to the site's former use as a railroad right-of-way.

We understand that old Union Pacific Railroad tracks exist beneath the road surface of Lodi Ave., from Main Street to Cherokee Lane. The soil along these tracks may contain various unknown contaminants due to past use. Based on discussions with personal from the City of Lodi and the California Department of Transportation (CalTrans), we understand that conclusions of the Phase I ISA will likely result in a recommendation to perform a Limited Scope Phase II ESA. This would include random periodic soil sampling and testing along the length of the subject alignment. The purpose of the sampling and testing is to determine if any contaminants exists in the soil and what type they may be. If no contaminants are detected and no visually suspicious areas are uncovered during reconstruction of the roadway, then no further action will be warranted. However, if contamination is found in either case, then additional sampling and testing will be required to determine its lateral extent and its potential to migrate and impact ground water. If contamination is found but it is not mobile, then based on conversations with the Hazardous Waste Management team for Cal-Trans, the end result may be to simply leave it in place, covered by the reconstructed Lodi Avenue.

### **Scope of Phase II Environmental Site Assessment**

To evaluate the unknown soil conditions at the subject site it is proposed the Phase II ESA consists of periodic random sampling and testing along the former track alignment. Based on our experience with similar projects we recommend soil sampling every 250 feet. At each

ANGELS CAMP L O D I - M O D E S T O R E N O S A C R A M E N T O W A L N U T C R E E K

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location a composite soil sample will be obtained from the 0 to 12 inch depth below the track ballast material. The exact sample locations may be modified based on the findings from our Phase I Initial Site Assessment.

Since the full scope of sampling for the Phase II ESA cannot be determined prior to the completion of the Phase I ISA, a complete estimated scope of work for the Phase II is not possible at this time. However, illustrated below is an estimated cost for the frequency and type of sampling discussed above.

Each sample collected and analyzed in accordance with the California EPA Department of Toxic Substances Control (DTSC) *Information Advisory, Clean Imported Fill Material*, as well as any further Cal-Trans Standards above and beyond DTSC. Assuming samples have unknown contamination (i.e. Railway with numerous chemicals and possibly pesticides hauled over its life use) the following analysis would be required:

- Volatile organic compounds (VOCs) by EPA Method 82608, \$120/sample
- Semi-VOCs by EPA Method 8270C, \$240/sample
- Total petroleum hydrocarbons (TPH) by EPA Method 8015M, \$150/sample
- Polychlorinated biphenyls (PCBs) by EPA Method 8080A, \$90/sample
- CAM 17 Metals by EPA 6000/7000 Series, \$180/sample
- Asbestos by Polarized Light Microscopy (PLM), \$30/sample
- Polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8310, \$210/sample
- pH, \$24/sample
- Organochlorine pesticides (OCPs) by EPA Method 8080A, \$108/sample
- Organophosphorous pesticides (OPPs) by EPA Method 8141A, \$210/sample
- Chlorinated Herbicides by EPA Method 8151A, \$210/sample

Sample Cost Estimate:

Cost per Sample is \$1,570, a total of 20 samples	\$31,400
Sampling Crew with Core Rig	\$8,500"
Traffic Control	\$7,500"
Soil Tubes, 40 at \$10 per tube	\$400
<b>SUBTOTAL</b>	<b>\$47,800 *</b>

\*these costs could be reduced with contribution from city personal

### **Project Management and Report Preparation**

The Phase II ESA would be performed under the supervision of a California Registered Geologist and a California Professional Engineer, as required by law. In the event that a sampling workplan was required by Cal-Trans (which is likely) then this could be provided as well. Results of the investigation would be provided in a detailed report which would document sample collection locations and methods and compare analytical findings to regulatory cleanup



levels and background levels. The following estimated costs would be associated with the report preparation:

Project Management Cost Estimate:

Sampling Workplan and drafting	\$7,000
Final Report preparation and drafting	<u>\$8,500</u>
<b>SUBTOTAL</b>	<b>\$15,500</b>
<b>PHASE II ESA TOTAL</b>	<b>\$63,300</b>

Of this estimate, analytical costs would account for \$31,440. Costs for laboratory analysis are based on a standard 5-day turn around time. Our base fee includes the production of three copies of the final report.

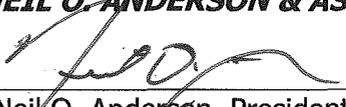
Our work would be performed on a time-and-materials basis for the rates listed above. No costs in excess of the estimate will be incurred without your prior authorization.

This cost does not include any unforeseen site and/or access conditions. If access is difficult, our office can mobilize one of our drill rigs which is track mounted. If any conditions are encountered that may affect the cost of these services you will be notified prior to proceeding. Our normal turn around time is for this type of Limited Scope Phase II ESA is about 3 to 4 weeks. Our firm could expedite this for an additional fee, if needed.

Neil O. Anderson and Associates appreciates this opportunity to discuss your project and looks forward to being of service in its completion. Please do not hesitate to contact our office should you have any questions or concerns.

Sincerely,

**NEIL O. ANDERSON & ASSOCIATES, INC.**



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Neil O. Anderson, President  
Geotechnical Engineer 22245





GEOTECHNICAL  
ENVIRONMENTAL  
INSPECTIONS & TESTING  
LABORATORY SERVICES  
POOL ENGINEERING  
POST TENSION DESIGN

## 2009 SCHEDULE OF FEES TERMS OF PAYMENT AND CHARGES

### TERMS OF PAYMENT

- Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

### MISCELLANEOUS CHARGES

- All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional \$10.00 per hour to expedite.

### HOURLY CHARGES

- Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

### OVERTIME

- Time worked in excess of 8 hours per day and weekends will be charged at 1.5 times the hourly rate. Two times (Double Time) the hourly rate will be charged for Holidays and for Saturdays and Sundays after 8 hours.

### PREMIUM TIME

- An additional rate of \$10.00 per hour will be charged for work performed before 6am or after 5pm.

### PREVAILING WAGE

- In accordance with California Prevailing Wage Law, a surcharge of \$20.00 will be applied per hour for publicly funded projects. A wage differential of \$30.00 per hour will be charged for hours worked before 4 am and after 2 pm.

### INSURANCE

- Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report.

There is a \$100.00 fee charged for all returned checks.

*This fee schedule may be changed without notice.*

ANGELS CAMP ▪ LODI ▪ MODESTO ▪ RENO ▪ SACRAMENTO ▪ WALNUT CREEK

CORPORATE OFFICE 902 Industrial Way ▪ Lodi, CA 95240 ▪ 209.367.3701 ▪ FAX 209.369.4228 ▪ [www.noanderson.com](http://www.noanderson.com)

## 2009 FEE SCHEDULE

<b>ENGINEERING SERVICES (FOR CUSTOMER REF ONLY)</b>	
Principal Engineer/Geologist	165.00/hr
Senior Engineer / Geologist / Scientist	150.00/hr
Project Engineer / Geologist/ Scientist	135.00/hr
Staff Engineer / Geologist / Scientist	120.00/hr
Expert Consulting	198.00/hr
Expert Testimony	396.00/hr
ICC Inspector (A/C Soils Inspector, Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	76.00/hr
AC/Soil Inspector with Nuclear Gauge	80.00/hr
Certified Welding Inspector (AWS/CWI)	95.00/hr
DSA Masonry Inspector	95.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	85.00/hr
Administrative Assistant	60.00/hr

<b>DRILLING AND EXPLORATION</b>	
Drilling and Sampling (Casing Rig, person)	225 /ft
Drilling and Sampling (Mobile B53 drill rig, 2 person crew)	225.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	185.00/hr
Drilling and Sampling (Casing Rig)	200.00/hr
Drilling and Sampling (Casing Rig Rotary w/desander)	275.00/ft
Drilling and Sampling (Casing Rig Rock)	300.00/ft
Mud Rotary and/or Drilling Rig	225.00/hr
Hand-Auger Soil Sample (1 person Crew)	120.00/hr
Drilling (Equipment plus labor)	30
Bit Charges per 6" length	\$ per core
Support Truck (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10 /ft
Permitting Fees	cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Visqueen	75.00/roll
Drums	65.00/ea
Well Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%

<b>GEOTECHNICAL SOILS AND AGGREGATES</b>	
<b>LABORATORY</b>	
<b>AGGREGATES</b>	
Sodium or Magnesium Sulphate Soundness ASTM C88	350.00/ea
Fine or Coarse (5 cycles), per sieve size	



Injurious Organic Matter (fine aggregate) ASTM C40	75.00/ea
Unit Weight (aggregate) ASTM C29	80.00/ea
Sand Equivalent Test CTM 217	155.00/ea
<i>Specific Gravity:</i> Fine ASTM C128 and Coarse ASTM C127	80.00/ea
Absorption Test, Fine or Coarse Aggregates	70.00/ea
Specific Gravity, Fine, C128	140.00/ea
Specific Gravity, Coarse, C127	140.00/ea
Los Angeles Rattler Test (500 revolutions) ASTM C131	550.00/ea
Cleaness Value, Coarse Aggregate CTM 227	200.00/ea
<i>Durability Index:</i> Fine Aggregate CTM 229 and Coarse Aggregate CTM 229	165.00/ea
Percent Crushed Particles C142	165.00/ea
Cal Trans C Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
<b>SOILS</b>	
Atterberg Limit ASTM D-4318	120.00/ea
Permeability (Falling Head)	280.00/ea
Specific Gravity Determination ASTM D854	80.00/ea
Combined Grading (coarse & fine) ASTM C136/CTM 202	140.00/ea
Grading Analysis, fine with wash ASTM C136	115.00/ea
Grading Analysis, % minus #200 ASTM C112	80.00/ea
Hydrometer Analysis ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	205.00/ea
6" mold AASHTO T99, ASTM D698	215.00/ea
4" mold AASHTO T180, ASTM D1557	205.00/ea
6" mold AASHTO T180, ASTM D1557	215.00/ea
California <i>Wet to Wet</i> CTM 216	215.00/ea
Stabilometer Test R-Value & Expansion, Untreated Samples CTM 301	280.00/ea
Cement- Stabilized Samples CTM 301	280.00/ea
Lime-Stabilized Samples CTM 301	280.00/ea
pH Test	75.00/ea
pH-Lime Determination Test	160.00/ea
Resistivity and pH Test CTM 643	185.00/ea
Swell Test (Expansion Index) UBC 18-2	230.00/ea
Compressive Strength of Lime-Treated Specimens CTM 373	300.00/ea
Percent Lime Design, based on compressive strength (includes R-value and unconfined compressive strength)	1200.00/ea
Unconfined Compression Test	120.00/ea
<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	135.00/point
Consolidated – Undrained	145.00/point
Consolidated – Drained	175.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated – Undrained	175.00/point
Consolidated – Undrained	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea



<b>ASPHALT CONCRETE</b>	
<i>State of California Asphalt Concrete Mix Design:</i>	
CTM 202 Sieve Fine Course Agg	140.00/ea
CTM 204 Plasticity Index	120.00/ea
CTM 205 Crushed Particles	80.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	50.00/ea
CTM 207 Sulk SpG (SDD) Fine Agg	80.00/ea
CTM 208 Apparent SpG Fine Agg & BHD	80.00/ea
CTM 211 LA Rattler	250.00/ea
CTM 214 Sodium Sulfate Soundness	180.00/ea
CTM 217 Sand Equivalent	75.00/ea
CTM 227 Cleanness Coarse Agg	150.00/ea
CTM 229 Durability Index	150.00/ea
CTM 303 Kc & Kf	150.00/ea
CTM 304 AC Sample Preparation	80.00/ea
CTM 308 Bulk Spec Grav Bit Mix	50.00/ea
CTM 309 Theo Spec Grav Bit Mix	150.00/ea
CTM 366 Stabilometer Value (Set of 3)	300.00/ea
CTM 367 Asphalt Binder Content	100.00/ea
CTM 371 Tensile Strength Ratio	1,200.00/ea
CTM 382 Ignition Oven Asphalt Content	175.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2 Bulk SpG Agg Blend	100.00/ea
LP-3 Voids Filled with Asphalt	50.00/ea
LP-4 Dust Proportion	50.00/ea
LP-10 Sampling and Testing CRM	175.00/ea
AASHTO T304 Fine Angularity	200.00/ea
ASTM D4791 Flat and Elongated Particles	200.00/ea
<i>Marshall Mix:</i>	
Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	200.00/ea
ASTM D2172 Extraction with Gradation	275.00/ea
ASTM D2041, D2172 Maximum (Rice) Specific Gravity of Bituminous Mixtures	150.00/ea

<b>CONCRETE</b>	
<b>TECHNICAL</b>	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	1500.00/ea
Floor Flatness Testing	130.00/hr
Unit Weight Fireproofing	50.00/ea
Schmidt Hammer Testing	90.00/hr
<b>LABORATORY</b>	
Compression Tests , Field cast concrete cylinders, (6"x12"):	26.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote



Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Calcium Chloride Moisture Test Kit (includes calculations)	60.00/ea

<b>MASONRY BRICK/BLOCK/TILE</b>	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests on Core (masonry)	145.00/ea
<i>Compression Tests:</i>	
4"x8" Grout Mold Block	26.00/ea
Mortar Cylinder	26.00/ea
2"x4" Cylinder Molds	7.00/ea
Masonry Prism (2-block, mortared & grouted)	175.00/ea
Shotcrete	30.00/ea
<i>Concrete Masonry Unit, 8"x8"x16":</i>	
Compression Test ASTM C140	175.00/ea
Absorption Tests ASTM C140	105.00/ea
Lineal Shrinkage (Volume Change) ASTM C426	175.00/ea
Lineal Shrinkage with Absorption	260.00/ea
Lineal Shrinkage with Absorption and Compression	375.00/ea

<b>STEEL AWS/ASTM/ASME/ANSI/API</b>	
<b>NON-DESTRUCTIVE TESTING</b>	
<i>Ultrasonic</i>	95.00/hr
<i>Magnetic Particle</i>	95.00/hr
<i>Liquid Penetrant</i>	95.00/hr
<i>Brinell Hardness Testing</i>	95.00/hr
High Strength Bolt Testing	110.00/hr
Bolt Pull/Load Testing	110.00/hr
GPR	160.00/hr
Pachometer	110.00/hr
Shrink Bar Testing	
<b>LABORATORY</b>	
<i>Structural Steel</i>	
Bend Test	60.00/ea
<i>Tensile Tests:</i>	
#5 or smaller	125.00/ea
#6 and larger	160.00/ea
<i>Reinforcing Steel (ASTM A615) Tensile &amp; Cold Bend Tests:</i>	
Sizes up to and including No. 6	125.00/ea
No. 7 through No. 11	160.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	260.00/set
Rockwell Hardness Test	70.00/ea
Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	725.00/ea
Plate Groove Weld- 1G, 2G, 3G, 4G	125.00/ea
Pipe Groove Weld - 1G, 2G, 5G, 6G, 6GR	220.00/ea
Plate Fillet Weld - 1F, 2F, 3F, 4F	70.00/ea
Pipe Fillet Weld - 1F, 2F, 4F, 5F	90.00/ea
Weld Test Plate (set)	60.00/ea



Weld Test Pipe (set)	80.00/ea
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<b>STANDARD POOL ENGINEERING SERVICES</b>	
On-Site Steel and/or Excavation Observation	350.00/min
Standard Retaining Wall Design	150.00/ea
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	150.00/ea
Standard Swimming Pool Detail	150.00/min
Custom Swimming Pool Detail	500.00/min
Consulting Letter	165.00/min
Owner/Builder Standard Shotcrete & Reinforcement Detail Plan	300.00/ea
Treelake Schedule	150.00/set
Structural Design Computations	20.00/ea
Cover Pages	10.00/ea
Plan Authorization Letter	30.00/ea
Plan Review and Signature "Plan Review"	80.00/min
Pool Vendor Set-Up Fee "Set Up Fee"	250.00/ea
Pool Vendor Standard Shotcrete & Reinforcement Detail Plan (minimum order 20 sheets) "Standard Pool Plan"	30.00/ea
Pool Vendor Remodel Plan (minimum order 10 sheets)	50.00/ea
Pool Vendor Commercial Plan (per set, includes calculations)	300.00/min
Trellis	
Open Roof (800.00/min)	2.50/sq. ft.
Finished Floor, Pitched Roof (800.00/min)	3.00/sq. ft.
Epoxy Injection	1,500/first 10', 60.00/ft. after

<b>MISCELLANEOUS</b>	
Automobile Mileage	0.80/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Report Preparation	50.00/ea
Additional Copy of Report (wet signed)	50.00/each
Miscellaneous Item Cost	Cost + 25%
Air & Ground Transportation	Cost + 25%
CAD - Prints	10.00/sheet



RESOLUTION NO. 2009-51

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH NEIL O. ANDERSON AND ASSOCIATES FOR PRELIMINARY SITE ASSESSMENT FOR LODI AVENUE RECONSTRUCTION PROJECT AND FURTHER APPROPRIATING FUNDS

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WHEREAS, the Lodi Avenue Reconstruction project is expected to be constructed in Summer of 2009 and will reconstruct Lodi Avenue from the Union Pacific Railroad to Cherokee Lane, utilizing various state, federal, and local funding sources; and

WHEREAS, federal funds (\$1,082,394) will be from American Recovery and Reinvestment Act (ARRA) of 2009. In order qualify for federal funds, the project must be approved by Caltrans, which requires an initial site assessment (ISA) and preliminary site assessment (PSA) to be prepared by a qualified consultant; and

WHEREAS, the ARRA funds have a relatively short project commitment timeline which requires expediting the consultant selection process; and

WHEREAS, Neil O. Anderson and Associates, of Lodi, California, is experienced in the preparation of ISA's and PSA's and is ready to expedite the completion of the work; and

WHEREAS, staff recommends retaining Neil O. Anderson and Associates to prepare the PSA for the project at a cost of \$63,340. The cost of the PSA is based on an accelerated schedule requested by City staff.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement for preliminary site assessment for the Lodi Avenue Reconstruction project with Neil O. Anderson and Associates, of Lodi, California, in the amount of \$63,340; and

BE IT FURTHER RESOLVED that funds in the amount of \$63,340 be appropriated from Measure K Funds for this project.

Dated: May 6, 2009

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I hereby certify that Resolution No. 2009-51 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2009, by the following vote:

- AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce, and Mayor Hansen
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOEHL  
City Clerk

CITY COUNCIL

LARRY D. HANSEN, Mayor  
PHIL KATZAKIAN,  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
BOB JOHNSON  
JOANNE L. MOUNCE

**CITY OF LODI**  
**PUBLIC WORKS DEPARTMENT**

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
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EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

BLAIR KING  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

May 1, 2009

Neil O. Anderson and Associates  
Neil O. Anderson, President  
902 Industrial Way  
Lodi, CA 95240

**SUBJECT:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Neil O. Anderson and Associates, of Lodi, for Preliminary Site Assessment for Lodi Avenue Reconstruction Project (\$63,340) and Appropriating Funds

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, May 6, 2009. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Senior Civil Engineer, at 333-6800, extension 2665.



for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk