

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

JUNE 19, 2018

TITLE:

**APPROVE AN AGREEMENT WITH
HCI ENVIRONMENTAL &
ENGINEERING SERVICE FOR
POLICE DEPARTMENT FIRING
RANGE CLEANING
{STRATEGIC PLAN NO. 1, 3A}**

A handwritten signature in black ink, appearing to read "M. Rodriguez", is written over a horizontal line.

CITY MANAGER

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

Authorize the City Manager and Clerk of the Council to execute a three-year agreement with HCI Environmental & Engineering Service for police firing range cleaning and ventilation system filter replacement, for the period of July 1, 2018, through June 30, 2021, in an amount not to exceed \$204,518, which includes a 10 percent contingency (\$18,593), subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The Police Department firing range regularly accumulates large amounts of lead due to range training, which is conducted on a monthly basis. As a result, the firing range requires regular cleaning by certified hazardous materials removal companies to ensure the safety of Police Department personnel. On October 23, 2017, the Police Department issued RFP #17-129 to select a vendor for a new three-year agreement. Eight contractors attended the mandatory job walk, and on November 1, 2017 four proposals were received. An evaluation committee comprised of Training Division staff evaluated and rated each proposal. The scoring for each proposal is as follows:

Firm	Location	Score
HCI Environmental & Engineering	Corona, CA	295
A&V Contractors	Fullerton, CA	190
ERC Inc	Anaheim, CA	105
ATI	Orange, CA	96

The Police Department is recommending the City enter into a three-year agreement with HCI Environmental & Engineering Services. HCI possesses the required environmental certifications and has performed projects of similar size and scope. HCI will clean the upper range years 1 thru 3, and clean the lower range, which receives less use, during year 2. HCI will also be

responsible for replacing and disposing of the range filters on a quarterly basis. The Police Department will provide the filters to save costs. This agreement includes a 10 percent contingency for unanticipated work.

Costs for Years 1-3 are as follows:

	Base	10% Contingency	Subtotal
Year 1	\$68,480	\$6,848	\$75,328
Year 2	\$48,965	\$4,897	\$53,862
Year 3	\$68,480	\$6,848	\$75,328
	\$185,925	\$18,593	\$204,518

STRATEGIC PLAN ALIGNMENT


Approval of this item allows the City to meet Goal #1 Community Safety, Objective #3 (promote fiscal accountability to ensure financial responsibility at all levels of the organization), Strategy A (continuously evaluate and assess fiscal aspect of service delivery to ensure that the Police Department provides programs and services efficiently and effectively).

FISCAL IMPACT

Funds for this agreement are available in the Police Department Training Contract Services account (no. 01114410 62300) for the following fiscal years:

FY 2018-19	\$75,328
FY 2019-20	\$53,862
FY 2020-21	\$75,328
	<hr/>
	\$204,518

APPROVED AS TO FUNDS AND ACCOUNTS:


David Valentin
Chief of Police
Santa Ana Police Department

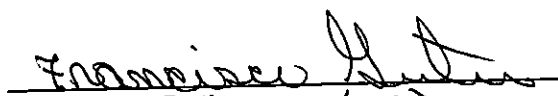

Francisco Gutierrez *Valentin*
Executive Director
Finance and Management Services Agency

Exhibit: 1. Agreement with HCI Environmental & Engineering Service

AGREEMENT WITH HCI ENVIRONMENTAL FOR GUN RANGE CLEANING SERVICES

THIS AGREEMENT is made and entered into this 19th day of June, 2018 by and between HCI Environmental & Engineering Services, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of providing services for indoor gun range cleaning and circulation system filter services.
- B. Consultant provided proposals dated April 26 and May 4, 2018, related to these services. The proposals are identified and attached hereto as **Exhibit A**, and are incorporated by reference to this Agreement. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibit A**.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement shall not exceed \$204,518. The sum of this amount includes the base amount of \$185,925 for services and a 10% contingency amount of \$18,593 for additional services to be performed at the sole discretion of the City.
- b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 1, 2018, and continue for a three (3) year term until June 30, 2021, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.
- b. **Business automobile liability insurance,** or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.

- v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to

the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument

signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

19. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement. Should any terms within the exhibits conflict with the terms of this Agreement, the terms of the Agreement shall control.

21. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

David Valentin
Chief of Police
City of Santa Ana
60 Civic Center Plaza
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-245-8190

Sonia R. Carvalho
City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714- 647-6515

To Consultant:

HCI Environmental & Engineering Services
114 Business Center Drive
Corona, CA 92880

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

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

ATTEST:

CITY OF SANTA ANA

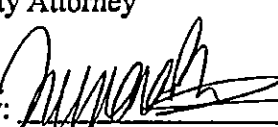
Maria D. Huizar
Clerk of the Council

Raul Godinez II
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

By: 

Tamara Bogosian
Assistant City Attorney

By:
Title:

RECOMMENDED FOR APPROVAL:

David Valentin
Chief of Police

EXHIBIT A

SCOPE OF SERVICES and COMPENSATION



HAZMAT TEAM

May 4, 2018

Commander Mat Sorenson
Santa Ana Police Department
60 Civic Center Plaza
Santa Ana, CA 92702
Office: 714.245.8051
msorenson@santa-ana.org

HCI Environmental & Engineering Service

A-GENERAL ENGINEERING STATE CONTRACTORS

CA 788216 - NV 0075367

"One Solution for All Your Environmental Needs"

GSA Advantage Contract Number: GS-10F-0334Y

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800.988.4424



Exhibit A - Proposals dated
May 4 and April 26, 2018

Re: Proposal dated, May 4, 2018
"...R&R Lead Contaminated Filters In Range Ventilation System."
Location 60 Civic Center Plaza Santa Ana, CA 92702
HCI Environmental & Engineering Service Project No: HCI-05-4-18-DH

Dear Mat,

HCI Environmental & Engineering Service is pleased to submit the following proposal to R&R Lead Contaminated Filters in Firing Range Ventilation System located in Santa Ana, CA

Scope of Work:

- HCI Environmental to provide lead certified workers and equipment;
- Post lead warning signage and set up containment area with 6 mil poly plastic and seal all critical barriers;
- Remove lead contaminated filters in firing range ventilation system units and seal in 6mil poly bags;
- Containerize 6 mil poly bags in UN approved Tri-Wall boxes for transportation/disposal;
- Install new Pre and Post filters in firing range ventilation system units as required;
- Manifest, label, profile, transport and dispose of all lead contaminated filters/debris in U.N. approved containers to State and Federally regulated disposal facility (TSDF).

Assumptions and Caveats:

- Lockout/tag out of ventilation system to be done by Santa Ana maintenance personnel;
- The labor for this project will be based on Prevailing Wages;
- This quote includes both upper and lower firing ranges filter R&R for period of 3 years;
- This quote includes quarterly/semi-annual and annual filter change of upper range ventilation & annual filter change of lower range ventilation systems;
- Replacement filters will be supplied by Santa Ana Police dept;
- All proper PPE and Respiratory protection will be worn during work activities;
- All lead remediation will be handled according to local, state and federal regulations;

CALIFORNIA NEVADA ARIZONA

Corporate Office: 114 Business Center Drive, Corona, CA 92880

800.988.4424

May 4, 2018

Santa Ana Police Department

Page 2 of 3

Proposed Fees: Past due invoices are subject to an 18% per year or 1.5% per month interest rate.

Thank you for providing HCI Environmental & Engineering Service with the opportunity to submit the following proposal for your review and consideration.

If you have any questions or need any additional information, please do not hesitate to contact me directly at your earliest convenience.

HCI Environmental & Engineering Service

Sincerely,

Dan Hackney
Environmental Construction Division



HAZMAT TEAM

May 4, 2018

Santa Ana Police Department

Page 3 of 3

HCI Environmental & Engineering Service
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AUTHORIZATION & ACCEPTANCE OF CONDITIONS

By*: _____ P.O. #: _____

Print: _____

Title: _____

Firm: _____

Address: _____

Date: _____

*To be signed by authorized representative of Santa Ana Police Department

Re: Proposal dated, May 4, 2018
"...R&R Lead Contaminated Filters In Range Ventilation System."
Location 60 Civic Center Plaza Santa Ana, CA 92702
HCI Environmental & Engineering Service Project No: HCI-05-4-18-DH

Payment Terms: Net 30 due upon Invoicing

Estimated Project Total: **\$92,940.00**

(Ninety Two Thousand Nine Hundred Forty and 00/100 Dollars)

Proposed Fees: HCI Environmental & Engineering Service proposes to provide the referenced services as outlined on a time and material basis. The actual time in the field may change based on site conditions. The client will be billed for "actual time and materials". HCI has prepared this quote based on this contract serving as an exclusive agreement between Santa Ana Police Dept. and HCI Environmental & Engineering Service for the period of (1) year / 12 months. In the event Santa Ana Police Dept. should choose to utilize another vendor for its environmental management, HCI reserves the right to modify its price structure. This quote is valid for 45 days. In the event collection of an amount shall require formal action, the prevailing party shall be entitled to its' court costs and attorneys fees. Past due invoices are subject to an 18% per year or 1.5% per month interest rate. It is the responsibility of the waste generator to correctly identify the chemical composition of each pick up. If the clients proposed Disposal Facility rejects the Hazardous/Non-Hazardous waste material due to the chemical contents being incorrectly identified, the Hazardous/Non-Hazardous waste as required by law will be re-profiled and transported to the proper Disposal Facility Specifically permitted to except material. This will be at an additional cost to the client.

CALIFORNIA NEVADA ARIZONA
Corporate Office: 114 Business Center Drive, Corona, CA 92880
800.988.4424



HAZMAT TEAM

April 26, 2018

Commander Mat Sorenson
Santa Ana Police Department
60 Civic Center Plaza
Santa Ana, CA 92702
Office: 714.245.8051
msorenson@santa-ana.org

HCI Environmental & Engineering Service

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800.988.4424



Re: Proposal dated, April 26, 2018

"...Annual Lead Remediation and Cleaning of Indoor Firing Ranges."

Location 60 Civic Center Plaza Santa Ana, CA 92702

HCI Environmental & Engineering Service Project No: HCI-04-20-18-DH

Dear Mat,

HCI Environmental & Engineering Service is pleased to submit the following proposal for Annual Lead Mining and Cleaning of Indoor Firing Ranges located in Santa Ana, CA

Scope of Work:

- HCI Environmental to provide lead certified workers, supplies and equipment;
- Post lead warning signage and set up containment area with 6 mil poly plastic and seal all critical barriers;
- Mine spent lead fragments from granulated rubber using our proprietary range vacuums;
- Containerize all lead fragments for proper recycling purposes;
- Containerize all work debris for proper disposal as hazardous waste;
- Return all granulated rubber to bullet trap after metals/debris have been segregated and containerized;
- Replenish hopper with new granulated rubber as required;
- Evenly redistribute and rake/groom granulated rubber in bullet trap area to proper slope;
- HEPA vacuum range walls, flooring and ceiling baffles;
- Wet wipe/mop range walls and flooring, using our proprietary de-leading solution;
- Manifest, label, profile, transport and dispose of all lead contaminated water/debris in U.N. approved containers to State and Federally regulated disposal facility (TSDF).

Assumptions and Caveats:

- We estimate the scope of work to be completed in [5] working days;
- The labor for this project will be based on Prevailing Wages;
- HCI Environmental will retain lead for recycling. This quote includes both firing ranges;
- This 3 year quote includes annual cleaning of upper & lower ranges years 1 & 3 with year 2 cleaning of upper range only;
- All proper PPE and Respiratory protection will be worn during work activities;
- Granulated rubber will be replenished as required and billed at a rate of \$50 per 50lbs bag;
- All lead remediation will be handled according to local, state and federal regulations;

CALIFORNIA NEVADA ARIZONA

Corporate Office: 114 Business Center Drive, Corona, CA 92880

800.988.4424

April 26, 2018

Santa Ana Police Department

Page 2 of 3

Proposed Fees: Past due invoices are subject to an 18% per year or 1.5% per month interest rate.

Thank you for providing HCI Environmental & Engineering Service with the opportunity to submit the following proposal for your review and consideration.

If you have any questions or need any additional information, please do not hesitate to contact me directly at your earliest convenience.

HCI Environmental & Engineering Service

Sincerely,

Dan Hackney
Environmental Construction Division

25B-16



HAZMAT TEAM

April 26, 2018

Santa Ana Police Department

Page 3 of 3

HCI Environmental & Engineering Service

A-GENERAL ENGINEERING STATE CONTRACTORS

CA 788216 • NV 0075367

"One Solution for All Your Environmental Needs"

GSA Advantage Contract Number: GS-10F-0334Y

Visit us on the web at www.HCIENV.com

800.988.4424



AUTHORIZATION & ACCEPTANCE OF CONDITIONS

By*: _____ P.O. #: _____

Print: _____

Title: _____

Firm: _____

Address: _____

Date: _____

*To be signed by authorized representative of Santa Ana Police Department

Re: Proposal dated, April 26, 2018

"...Annual Lead Remediation and Cleaning of Indoor Firing Ranges."

Location 60 Civic Center Plaza Santa Ana, CA 92702

HCI Environmental & Engineering Service Project No: HCI-04-20-18-DH

Payment Terms: Net 30 due upon Invoicing

Estimated Project Total:

\$92,985.00

(Ninety Two Thousand Nine Hundred Eighty-Five and 00/100 Dollars)

Proposed Fees: HCI Environmental & Engineering Service proposes to provide the referenced services as outlined on a time and material basis. The actual time in the field may change based on site conditions. The client will be billed for "actual time and materials". HCI has prepared this quote based on this contract serving as an exclusive agreement between Santa Ana Police Dept. and HCI Environmental & Engineering Service for the period of (1) year / 12 months. In the event Santa Ana Police Dept. should choose to utilize another vendor for its environmental management, HCI reserves the right to modify its price structure. This quote is valid for 45 days. In the event collection of an amount shall require formal action, the prevailing party shall be entitled to its' court costs and attorneys fees. Past due invoices are subject to an 18% per year or 1.5% per month interest rate. It is the responsibility of the waste generator to correctly identify the chemical composition of each pick up. If the clients proposed Disposal Facility rejects the Hazardous/Non-Hazardous waste material due to the chemical contents being incorrectly identified, the Hazardous/Non-Hazardous waste as required by law will be re-profiled and transported to the proper Disposal Facility Specifically permitted to except material. This will be at an additional cost to the client.

CALIFORNIA NEVADA ARIZONA

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