

February 28, 2020

Ms. Wendy Sinnette
La Cañada Unified School District
4490 Cornishon Avenue
LCF, CA 91011
Work: (818) 952-8381
E-mail: WSinnette@LCUSD.net

Subject: Proposal – Air Quality Support – Air Monitoring Program Assistance in 2020

Dear Ms. Sinnette:

Thank you for this opportunity to assist La Cañada Unified School District (LCUSD) by providing air quality and environmental compliance services.

QUALIFICATIONS

Yorke Engineering, LLC (Yorke) was founded in 1996 to provide professional air quality services to clients in government and industry. We have offices across the State in Los Angeles, Ventura, Orange, Riverside, San Diego, Kern, Fresno, and Alameda Counties. Yorke specializes in air quality permitting and compliance under the jurisdiction of the South Coast Air Quality Management District (SCAQMD) and other local air districts. Since our founding, we have served over 1,050 client organizations, including schools and universities, cities, counties, hospitals, manufacturing companies, power generation facilities, water districts, utilities, large industrial facilities, aerospace manufacturing companies, petroleum distribution and refining operations, chemical manufacturing companies, and special districts, among many others. We routinely work with and are well respected by various agency staff, including local air districts like the SCAQMD, Region IX of the United States Environmental Protection Agency (U.S. EPA), and the California Air Resources Board (CARB). Yorke has performed well over 7,500 air quality projects under the jurisdiction of the SCAQMD, including ambient air monitoring, odor modeling, health risk assessments (HRAs), air emission inventories, and stationary and mobile source analyses.

Yorke staff has extensive qualifications in the areas of air measurements, ambient air monitoring, and emissions testing. Our staff includes source testing engineers, field and instrument specialists, and data analysts. Yorke is also an SCAQMD Laboratory Approval Program (LAP) approved tester for SCAQMD Rule 1420/1420.1/1420.2 ambient sampling. We have completed both odor monitoring and odor air dispersion modeling projects and used Purdue University odor labs when needed for advanced odor issues. We have used measurements testing for rule compliance, facility planning, and permitting. We have both led and participated in assisting with public notice requirements and have also participated in public meetings as technical experts regarding ambient air sampling methods, results, and public exposure concerns.

For more information on Yorke, please visit our website at www.YorkeEngr.com.

BACKGROUND

LCUSD has been concerned about potential impacts to students and teachers at the La Cañada High School (LCHS) campus resulting from the Devil's Gate Reservoir Restoration Project (Project). The Los Angeles County Public Works Flood Control District (LACFCD) project started work in 2019 to remove approximately 7,650 cubic yards (CY) of sediment per day using diesel-fired haul trucks. Removal of the sediment, vegetation, trees, and organic debris is expected to require an average of 50 round truck trips per hour, with an estimated maximum of 425 round trips per day during excavation activities. The trucks will drive through local neighborhoods and the 134 and 210 Freeways.

The Project will emit a range of air quality pollutants including volatile organic compounds (VOCs), carbon monoxide (CO), nitrogen oxides (NO_x), and particulate matter (PM) of various particle sizes (particles, fine particles, ultra-fine particles). Particulate matter emissions are generated as fugitive dust from earthmoving activities and combustion contaminants from mobile sources. Although air quality mitigation, including the use of sediment removal dump trucks equipped with Model Year 2010 or later engines and the use of off-road equipment to be equipped with Tier 3 engines, is being employed, pollutant emissions nonetheless will still result from the Project. In addition to mitigation, sources of PM in the form of fugitive dust are required to prevent, reduce, or mitigate emissions according to SCAQMD Rule 403 (Fugitive Dust). The Project qualifies as a Large Operation¹ in accordance with Rule 403, which is the primary SCAQMD rule that will apply to the Project. Rule 403 prohibits dust in the atmosphere beyond the property line or exceeding 20% opacity and attempts to reduce emissions for PM less than 10 microns in diameter (PM₁₀) by requiring dust control measures for earthmoving activities, disturbed surface areas, unpaved roads, open storage piles, and paved road track-out.

LCUSD has requested that Yorke maintain an ambient air monitoring program that can be used throughout the Project duration to evaluate air quality on the LCHS campus, located at 4463 Oak Grove Drive in La Cañada Flintridge, CA. The ambient air monitoring network is intended to inform LCUSD about the levels of air pollutants measured on campus. The ambient air monitoring network can operate continuously throughout the year, including days when the Project is active and days when the Project is not active, allowing LCUSD to correlate air pollutant levels measured on campus with and without Project activity. Yorke will continue this support in 2020.

SCOPE OF WORK

The scope of work includes the effort to maintain an ambient air quality monitoring network at LCHS. Our proposed scope covers the period from contract authorization through June 30, 2020, or approximately 4 months. We will perform the following tasks as necessary:

Task 1 – Maintaining Network Connectivity and On-Call Support

Under this task, Yorke will provide LCHS with technical support to establish and maintain network connectivity between the five PA monitors and Axiom. There are several aspects and components of the monitoring network, including network communication protocols, central data logging, and

¹ Large Operations are any active operations on property that contains 50 or more acres of disturbed surface area or any earthmoving operation with a daily earthmoving or throughput volume of 3,850 cubic meters (5,000 cubic yards) or more, three times during the most recent 365-day period [Rule 403(c)(21)].

data management software. Each component of the monitoring network must be working for network administration to function properly. Yorke proposes to carry out network connectivity support on a time and materials basis to manage the unpredictable nature of troubleshooting network issues. Yorke is proposing a budgetary estimate based on 6 hours per month (average of 1.5 hours per week) to maintain network connectivity.

Deliverable: On-Call Network Support

Task 2 – Software Application Development

Management of data collected by the PA monitoring stations is performed using several software packages, an enterprise data historian (Canary Logger), and a data visualization tool (Canary Axiom). Air data may be observed through the development of various viewing applications in the Axiom program. A wide range of applications can be developed using the Axiom visualization tool, desktop client screens and tabs, web browser client services, alarms, and data trends.

To assist LCHS with viewing data collected by the odor monitoring stations, Yorke developed an initial application screen in Axiom consisting of a map of the school, along with visual representations of the five PA sensors. Real-time, 10-minute, 1-hour, and 24-hour PM_{2.5} AQI averages are included in application screen, along with color codes for Yellow, Orange, and Red AQI.

LCHS may request that Yorke develop additional applications, screens, and features in Axiom to assist with the presentation of PM_{2.5} monitoring data. LCHS may also request that Yorke develop data analysis that assists with specific PM_{2.5} incident investigations. This task will be executed on an on-call basis at the direction of LCHS. Yorke is proposing a budgetary estimate based on 4 hours per month for software development.

Deliverable: On-Call Application Development Support

Task 3 – Instrument Maintenance and Repair

Once installed and operating, the PA monitors should not require extensive maintenance. Yorke will troubleshoot monitors as needed. The only specific maintenance required for the air monitors are that the sensor stays clear of dirt and other debris. Yorke is proposing a budgetary estimate based on 2 hours per month for instrument maintenance and repair. Yorke will notify LCHS when 80% of the estimated budget has been used.

Deliverable: Instrument Maintenance and Repair

Task 4 –Quarterly Data Reports

Yorke will provide LCUSD with a summary of data gathered per quarter, which will include statistical analysis of data, alarms, and the functioning of the monitoring network. Yorke is proposing a budgetary estimate based on 8 hours per quarter, assuming two quarterly reports.

Deliverable: Two Quarterly Data Reports

Task 5 –Project Administration and Communications

In this task, we have budgeted time for routine communication (e.g., project status conference calls) and project management. Yorke is proposing a budgetary estimate based on 2.5 hours per month for project administration.

COST ESTIMATE

We propose to perform this effort on a time and materials basis. Thus, only the effort required will be billed. If additional or unusual circumstances arise (for example, on-site meetings, changes to the specified equipment, inclusion of other pollutants, or extensive negotiations with any agencies) and additional effort is needed, authorization will be obtained prior to any additional effort.

Table 1: Estimated Project Hours and Cost Estimate through June 30, 2020

Task	Description	Hours	Labor Cost	ODCs*	Cost Estimate
1	Maintaining Network Connectivity	24	\$4,320.00	\$1,505.00	\$5,825.00
2	Software Application Development	16	\$2,880.00	—	\$2,880.00
3	Instrument Maintenance and Repair	8	\$1,440.00	—	\$1,440.00
4	Quarterly Data Reports	16	\$2,880.00	—	\$2,880.00
5	Project Administration	10	\$1,800.00	—	\$1,800.00
Total Estimate		74	\$13,320.00	\$1,505.00	\$14,825.00

*Other direct costs (ODCs) include equipment and software costs as detailed in Table 2.

Table 2: Estimated Equipment Costs and ODCs

Item	Cost Estimate
Canary Labs License (Customer Care) Renewal	\$1,050.00
+10% Markup	\$105.00
Mileage	\$350.00
Total Estimated ODCs	\$1,505.00

Table 3: 2020 Labor Rates*

Labor Category	Labor Rate (\$/Hour)
Principal Engineer/Scientist II	\$217
Principal Engineer/CIH/Scientist I	\$205
Senior Engineer	\$194
Senior Scientist	\$182
Engineer	\$165
Scientist	\$152
Staff	\$112
Administrative/Project Support	\$81

*Labor rates adjust by 3.5% rounded to the nearest dollar on January 1st of each year. Overtime, if required, will be billed at 1.3 times the listed rate.

Assumptions

In preparation of our estimate, we have made the following assumptions:

- PA particulate sensors are not Federal Reference Method (FRM) equivalent;
- Accuracy of the PA sensors will not be determined;

- Security of the sensors will be the responsibility of LCHS;
- Sensor replacement cost may be subject to 10% deviation based on timing and availability;
- LCUSD will provide 110-volt power at each sampling location to operate the monitors;
- Wi-Fi service is available for all monitors on campus, and cellular service is not needed;
- LCUSD will provide security for the sampling equipment at the facility;
- Any additional sampling periods will be proposed separately; and
- The current scope includes summarizing the results; limited analysis of the analytical results will be performed, and if additional analysis is required, this can be performed as a follow-on task.

AUTHORIZATION TO PROCEED

If you concur with our proposal, you may simply fax [(949) 248-8499] or e-mail back this signed contract for us to begin, or if you prefer you may incorporate this proposal into your own purchase order or contract. The terms and conditions for performing this effort are contained in Attachment A.

Thank you again for this opportunity to assist in this project, and we look forward to working with you. If you have any questions, please call me at (949) 248-8490.

Sincerely,



Brian A. Yorke

Dir. of Operations & Marketing

For Contract Approvals: Contracts@YorkeEngr.com

For Proposal/Technical Questions: BYorke@YorkeEngr.com

Signature of Agreement

Date

Printed Name and Title

ATTACHMENT A

Yorke Engineering, LLC Terms and Conditions

Scope of Services

Yorke Engineering, LLC ("Yorke") agrees to perform the services particularly described in the agreement to which these terms are attached. The services are to be performed by Yorke as a consultant to La Cañada Unified School District (CLIENT).

Compensation

CLIENT agrees to pay, and Yorke agrees to accept, compensation in accordance with the agreement to which these terms are attached. Payment will be made Net 30 days.

Responsibility of Yorke Engineering

Yorke is an independent contractor. CLIENT shall not direct the services or the means for accomplishment of the services to be performed. CLIENT, however, retains the right to require the services provided by Yorke to meet specific standards and requirements of the project without regard to the manner and means of accomplishment thereof.

Termination

CLIENT may terminate this contract for its convenience. Yorke shall be compensated for services provided to the date of termination. If Yorke persistently fails to provide the services in a manner satisfactory to CLIENT, then CLIENT may terminate this contract. Yorke shall be compensated for completed and useful services provided to the date of termination.

Choice of Law/Jurisdiction

This contract shall be subject to the laws of the State of California. Jurisdiction of litigation shall be in that state.

Severability

If any part of this contract is found to conflict with applicable laws, such part shall be null and void, but the remainder of this contract shall be in full force and effect.

Limitation of Liability

It is specifically agreed by and between Yorke and CLIENT, as a reasonable allocation of risks hereunder, that in no event shall Yorke's liability (including Yorke's employees, subcontractors, and consultants) to CLIENT exceed:

- A. As to liabilities relating to defects of design, remedial action, failure to render services, ordinary negligence, errors and omissions, permitting, and other similar actions arising under any individual project, not more than the dollar value of the applicable project; or
- B. As to all other remaining liabilities of every kind or nature, the sum of \$5,000.00 in aggregate for all such liabilities under this contract.

CLIENT agrees that any claim for damages filed against Yorke by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Yorke or its

successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

Consequential Damages

Yorke shall not be liable to CLIENT for any incidental, indirect, special, or consequential damages (including but not limited to damages for loss of use, power, business good will, revenue, or profit, nor for increased expenses or business interruption) arising out of or related to the performance or non-performance of this contract and related project.

Non-Solicitation and Recruiting Fees

During the term of this agreement and for 2 years from the date the agreement is terminated, CLIENT will not directly or indirectly, on their own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any Yorke employee for employment who is involved in the performance of their duties for the CLIENT.

If a violation of the Non-Solicitation portion of this agreement is discovered, or the CLIENT chooses to hire the aforementioned Yorke employee, the CLIENT agrees to pay Yorke a fee equal to an amount of 75% of the Yorke employee's current salary within 10 business days as a recruiting fee.

Indemnity

Yorke agrees to indemnify CLIENT, its directors, employees, and officers, from and against only those direct claims, causes of action, liabilities, costs, or expenses, including reasonable attorneys' fees (excluding consequential and indirect damages) finally awarded and attributable directly to bodily injury, death, or property damage that CLIENT incurs as a result of actions and that arises directly out of and to the extent of Yorke's negligent acts or willful misconduct in and occurring during the performance of this contract. CLIENT shall provide Yorke reasonable assistance in defense or settlement of such claims. All of the indemnity and other provisions of this paragraph shall also reciprocally apply so that CLIENT is the indemnitor and Yorke is the indemnitee in a corresponding indemnity by CLIENT in favor of Yorke. In the event any liability to a third party results from the joint, concurrent, or combined negligence of Yorke and CLIENT, then Yorke and CLIENT will only indemnify, defend, and hold each other harmless to the extent of the indemnitor's allocable portion of such joint, concurrent, or combined negligence. Yorke shall not be responsible for any damages, costs, or other liability arising out of precontract or site environmental problems or for any liabilities that may arise from the non-negligent performance by Yorke of the work.

Integration

The terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This contract may not be modified except in writing, signed by both parties.

Revision 2, 7/22/2015