CITY OF PALO ALTO CONTRACT NO. C09126986

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
GEOSYNTEC CONSULTANTS
FOR PROFESSIONAL SERVICES

"FORMER LOS ALTOS TREATMENT PLANT ENVIRONMENTAL RISK ASSESSMENT"

This AGREEMENT is entered into ____________, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and GEOSYNTEC CONSULTANTS, a corporation in the state of Florida with offices located at 475 14th Street, 4th Floor, Oakland, CA 94612 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY intends to develop new facilities on the former Los Altos Treatment Plant ("Project") and desires to engage a consultant to prepare an environmental risk assessment and develop a remediation plan in connection with the Project ("Services").

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through December 31, 2009 in accordance with the Schedule of Performance attached as Exhibit "B" unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT. CONSULTANT, however,
shall be excused for delays beyond its reasonable control that could not have otherwise been avoided through the exercise of due care.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A", including both payment for professional services and reimbursable expenses, shall not exceed one hundred eighty thousand dollars ($180,000.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed one hundred ninety-eight thousand dollars ($198,000.00). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and
all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT. If CONSULTANT has prepared plans and specifications or other design documents to construct the Project, CONSULTANT shall be obligated to correct any and all errors, omissions or ambiguities discovered prior to and during the course of construction of the Project. This obligation shall survive termination of the Agreement.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of the CITY’s stated construction budget, CONSULTANT shall make recommendations to the CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Notwithstanding Section 11 above, CITY agrees that subconsultants may be used to complete the Services. The subconsultants authorized by CITY to perform work on this Project are:

1. Philip Williams & Associates

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Gordon Thrupp as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and as the project coordinator to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present
a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

The City’s project manager is Ron Arp, Public Works Department, Operations Division, at 3201 E. Bayshore Road, Palo Alto, CA 94303, Telephone: 650-496-5930. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of...
any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A- or VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other

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data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager
To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above.

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.
SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit “E.”

SECTION 23. MISCELLANEOUS PROVISIONS.

23.1. This Agreement will be governed by the laws of the State of California.

23.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

23.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

23.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

23.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

23.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

23.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

23.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 24.8 shall take
preference in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

23.9. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
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IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

Senior Asst. City Attorney

APPROVED:

Director of Administrative Services

GEOSYNTEC CONSULTANTS

By: [Signature]

Name: [Name]

Title: [Title]

Taxpayer Identification No.

[Identification Number]

Attachments:

EXHIBIT "A": SCOPE OF SERVICES
EXHIBIT "B": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
EXHIBIT "C-1": RATE/FEES SCHEDULE
EXHIBIT "D": INSURANCE REQUIREMENTS
EXHIBIT "E": CERTIFICATION OF NONDISCRIMINATION
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EXHIBIT "A"

SCOPE OF SERVICES

Background:

Purpose and History:
The City of Palo Alto (City) solicited proposals to conduct an Environmental Risk Assessment, prepare a Remediation Action Plan and provide confirmation sampling and analytical services for the former Los Altos Treatment Plant (LATP) site. The City has recently purchased the property from the City of Los Altos and is in the process of annexing the property into the City Limits.

The LATP was previously owned and used by the City of Los Altos as a wastewater treatment plant. The LATP operated from 1958 until 1972. The LATP and its associated sludge ponds were abandoned in 1972 when Los Altos was connected to the Palo Alto Regional Water Quality Control Plant. Upon closure of the LATP, many of the buildings were removed. A half interest of the property was purchased by Palo Alto in 1984 with the intent of developing solid waste facilities on the site.

Since then, Area C (See Drawing 1 attached) has been utilized by the City as a contractor storage and staging area and a portion of the land was leased to "Nutek", a small company whose business consisted of electronic beam generator to sterilize materials for the pharmaceutical industry.

Previous investigations have revealed contamination levels that exceed the regulatory hazardous waste levels for reactive sulfides within the sludge as well as for soluble copper and lead at two locations within the soil. Several sampling locations have shown less than hazardous concentrations of oil and grease, SVOCs, PNAs, CAM metals, and other contaminants above their respective Environmental Screening Levels (ESLs) established by the San Francisco Bay Regional Water Quality Control Board.

Site Description:

The LATP is a 13.26 acre site located east of Highway 101 at 1237 North San Antonio Road (Drawing #1). The LATP is divided up into three areas:

- Area A – 4 acres, undeveloped and contains a narrow slough, associated wetlands, and an area that has been filled with soil/asphalt/gravel fill. The City has committed to leaving Area A undeveloped open space and using this area as wetlands mitigation acreage for Area B wetlands filling and development;

- Area B – 6.64 acres, site of the former Los Altos Wastewater Treatment Plant, currently contains a small industrial facility remnant and six abandoned sludge ponds; and

- Area C – 2.62 acres, primarily undeveloped except for graveled storage yard for utility contractors.
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Some of the existing abandoned sludge ponds have been delineated as waters of the U.S. An updated Jurisdictional Waters and Wetland report was submitted this year to the U.S. Army Corps of Engineers.

Project Description:

The City tentatively plans to develop the property as follows: relocate the City's animal center complex (from East Bayshore Blvd), develop a utility storage and contractor staging area, relocate a recycling drop-off center, establish a household hazardous waste drop-off facility, and develop a small city waste and debris transfer site. City staff is aware that before any proposed development can occur at the LATP, that wetlands mitigation, site remediation and site preparation would at a minimum consist of the following field activities:

1) Excavation of soil within Area A so that additional wetlands and waters of the U.S. can be established to replace areas to be filled within Area B.
2) Demolition and removal of all existing structures on the site (Areas B and C), including buildings, concrete foundations (or pads), asphalt surfaces and a large sewage digester tank.
3) Dewatering and proper disposal of contaminated water within the sludge ponds.
4) Removal of all sludge, including sulfide reactive sludge contained within the sludge ponds.
5) Removal of hazardous soils from Areas B and C.
6) Removal of non-hazardous but contaminated soils from Areas A, B and C.
7) Backfill and other site preparation before new facilities can be located. And
8) Additional engineered fill to elevate some or all of Areas B and C to 8 feet above mean sea level to meet FEMA flood protection requirements.

Scope of Work

Task 1. Information Review

The first task is for Geosyntec Consultants, Inc. (Geosyntec) and Philip Williams & Associates (PWA) to compile and review available reports and information for the facility and surrounding area pertaining to the soil and groundwater chemistry, chemistry of the sludge and water in the ponds, and general hydrogeology. Previous studies have been completed at the LATP and documented in reports listed below. As part of this task, Geosyntec will also review reports on environmental investigations, risk assessments and remediation projects in the vicinity of the LATP. In addition Geosyntec will research environmental and use permitting requirements and background information for the area, including the updated Jurisdictional Waters and Wetland report by the USACOE. This task will include a Project Kick-off meeting with the City to discuss existing data and potential data needs.

Geosyntec understands that the chemical analytical data is available in electronic format as an Excel file, and has assumed that it will obtain the data in this format.

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- Phase I Environmental Site Assessment Palo Alto Former Los Altos Treatment Plant Site Development Project. CH2MHill, July 1997.

- Draft Environmental Impact Report, LATP Site Development Project. CH2MHill, August 1997, and Responses to Comments Final Environmental Impact Report LATP Site Development Project September 1999.

- Results of Soil Sampling, Former Los Altos Treatment Plant, Area A. Conor Pacific, September 8, 2000.


Task 2. Environmental Risk Assessment

Task 2.1 Soil Gas and Shallow Groundwater Survey

Due to the proximity of these VOC impacts to the City’s property and the likelihood that the final development plan will include buildings, it is prudent to evaluate whether VOCs are present on the City’s property. Geosyntec will perform an investigation along the eastern boundary of the Subject property, specifically a soil gas survey with an onsite mobile laboratory that provides results during the progress of the investigation. Additionally, Geosyntec will collect three to five grab groundwater samples from selected investigation points to send to an analytical laboratory for analyses for VOCs, as well as several field measurements and geochemistry analyses for water quality parameters. Geosyntec will prepare a separate letter report to the City summarizing the results.

Task 2.2 Database

Geosyntec will utilize the database created as part of Task 1 and data from Task 2.1 to develop
maps illustrating the distribution of chemicals at the site. The visual representation of chemical concentrations will allow for immediate identification of "hot spots" and potential data gaps. The database will also facilitate efficient statistical calculations for the risk assessment.

The data will be used to perform a tiered screening-level risk evaluation. The evaluation shall be performed in accordance with the SF RWQCB screening for environmental concerns (RWQCB, 2007). For the first step, which is a follow-up to a compilation conducted by Golder (2007), Geosyntec shall compare the maximum chemical concentrations from results of the samples collected to date to the SF RWQCB Environmental Screening Levels (ESLs) or commercial/industrial receptors as well as applicable environmental receptors. The results of the first tier of screening will be used to develop the list of Chemicals of Potential Concern (COPCs) for further risk evaluation.

For chemicals identified as COPCs by the screening-level analysis, Geosyntec shall conduct a site-specific risk assessment. The site-specific risk assessment will include the following steps consistent with US EPA and DTSC guidance: (1) exposures assessment, (2) toxicity assessment and (3) risk characterization.

Task 2.3 Exposure Assessment

The exposure assessment will consider both current and likely future site uses, and will be based on complete exposure pathways to actual or probable human receptors (i.e., general groups that could come in contact with COPCs). Based on the existing data, chemicals such as polyaromatic hydrocarbons and metals have been detected in site soil. These chemicals are of a concern primarily for the direct contact pathways such as dermal contact and incidental soil ingestion. Therefore, these pathways will be evaluated in the risk assessment. In addition, there is the potential for VOCs to be present in soil gas and groundwater due to chemical releases from neighboring properties. If VOCs are detected in soil gas or groundwater, the vapor intrusion pathway will also be evaluated. The final selection of exposure pathways will be conducted after a detailed review of existing data and any new data collected. For each COPC and medium, exposure point concentrations (EPCs) will be calculated using the USEPA software program, ProUCL Version 4. The EPCs will reflect the average chemical concentrations and will be used in conjunction with site-specific exposure parameters to estimate the intake of chemicals for each complete exposure pathway. Exposure parameters will be selected based on site-specific values where possible, as well as on assumptions presented in the Supplemental Guidance: Standard Default Exposure Factors (USEPA, 1991), and Exposure Factors Handbook (USEPA, 1997a). The focus of the risk assessment for this site will be on future commercial development. However, if COPCs were identified in the first tier of screening based on environmental effects, a second tier of screening will also be conducted using the average EPCs and the relevant ESL criterion for ecological receptors.

Task 2.4 Toxicity Assessment

The toxicity assessment characterizes the relationship between the magnitude of exposure to a COPC and the nature and magnitude of adverse health effects that may result from such exposure. For risk assessment purposes, adverse health effects are classified into two broad
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categories: noncarcinogens and carcinogens. Toxicity criteria are generally developed based on the threshold approach for noncancerous effects and the non-threshold approach for cancerous effects.

Chronic toxicity criteria may be selected from several sources including:

1. Cal-EPA OEHHA Toxicity Criteria Database, online (Cal-EPA, 2003);
2. US EPA’s (US EPA, 2003) Integrated Risk Information System (IRIS);
3. US EPA (US EPA, 1997b) Health Effects Assessment Summary Tables (HEAST), as referenced in the Region IX Preliminary Remedial Goals (PRG) Table (US EPA, 2002a); or

If the screening evaluation identified chemicals that may be of concern for ecological receptors, a review of the published toxicity literature shall be conducted to determine the most appropriate toxicity criteria to use in a second tier ecological risk evaluation.

Task 2.5 Risk Characterization

The toxicity and exposure assessments are combined to estimate potential carcinogenic risks and adverse noncarcinogenic health effects associated with exposure to chemicals detected at the Site. Geosyntec will evaluate the potential for impact to estuarine aquatic receptors as well as human receptors for those chemicals identified during the screening evaluation. The results of the risk assessment will be used in aid in developing the remedial strategy for the site.

Geosyntec will prepare a report that summarizes the findings of the focused site-specific risk assessment. The report will include a results of previous chemical characterization, input parameters for the risk assessment, and the conclusions of the risk assessment. A draft copy of the report will be submitted to the City for review and comment prior to submittal to the SF RWQCB.

If needed for a refined site-specific risk assessment Geosyntec will conduct additional sampling. Note, however, that our cost estimate does not include sample collection and laboratory analyses for additional site characterization.

Task 3. Develop Remediation Action and Monitoring Plan

Prior to developing the remedial action, Geosyntec will meet with the City and SFRWQCB to discuss remedial alternatives to mitigate risk associated with chemical impacts at the LATP. PWA will assist in the development of the alternatives, and may also attend the meeting with the City and SFRWQCB. Possible alternatives that Geosyntec will consider include:
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- excavation and removal soil from the LATP;
- excavation, on-site treatment and replacement of soil;
- in-situ treatment of soil;
- in-situ fixation of soil; and
- capping of soil to remove an exposure pathway.

Based on the results of the environmental risk assessment and requirements of regulatory agencies, Geosyntec will develop a Remedial Action and Monitoring Plan (RAP) that is cost-efficient, considers minimization of impact to the environment, and will strive to meet the City’s schedule for planned development of the Site.

In accordance with the Regional Water Quality Control Board’s (RWQCB’s) Water Quality Control Plan (Basin Plan) for San Francisco Bay, Geosyntec will evaluate the ability of capping the chemically-impacted soil to prevent detrimental increase in concentrations of toxic substances found in bottom sediments or aquatic life. Geosyntec will also consider potential effects on aquatic organisms, wildlife, and human health.

Geosyntec will prepare a draft RAP for review by the City. Subsequently, Geosyntec will incorporate comments from the City and submit a final RAP to the RWQCB.

**Task 4. Generate Detailed Technical and Operational Plans for Site Work**

Following approval of the RAP by the RWQCB, Geosyntec and PWA will prepare technical and operational plans for implementing the selected remedial alternative. These plans may include information such as the following, as appropriate:

- Methods and extents of excavation and removal or onsite relocation of soil, sludge and water;
- Possible on-site treatment and on-site placement of soil;
- Possible in-situ treatment of soil;
- Possible in-situ fixation of soil;
- Capping of soil to remove an exposure pathway;
- Confirmation sampling and laboratory analyses; and
- Other necessary plans such as Quality Assurance Project Plan (QAPP), Health and Safety Plan; transportation plans; temporary storm water pollution prevention plan.

Geosyntec will also develop a cost estimate for the approved RAP including costs for excavation, chemical treatment, transportation, disposal, and laboratory analyses.

**Task 5. Certification and Confirmation Sampling and Analytical Work**

Geosyntec field staff, or a subcontractor, shall collect samples of soil, sludge, and water in accordance with the approved remedial action and monitoring plan to confirm that objectives of the remedial action plan are met. Geosyntec shall provide guidance to the remedial contractor if confirmation sampling indicates that additional excavation or further treatment/processing is necessary.
required. For the purposes of this contract, this Task will be funded for $30,000 to implement
Task 5 work in accordance with the Consultant’s time and materials and unit prices included in
this agreement. If further sampling and analytical work is deemed necessary, then the City will
add further funds to fully cover this work.

Geosyntec shall provide a letter report to the City, if appropriate, that attests that the remediation
was implemented according to the RAP.

Task 6. Meetings

Geosyntec’s cost proposal includes budget for eight meetings with the City and/or RWQCB staff.
For each meeting, Geosyntec and PWA will prepare agendas and make presentations as
appropriate. Geosyntec will make weekly status reports by email to the City and arrange for
conference calls or additional meetings as needed.

One of the meetings is assumed to be a public community outreach meeting where Geosyntec
will present the remedial action and monitoring plan in layman’s terms and field questions from
the public.
CITY OF PALO ALTO CONTRACT NO. C09126986

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services so as to complete each milestone within the number of months specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Completion No. of months From NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Task 1 – Review information</td>
<td>1 month</td>
</tr>
<tr>
<td>2. Task 2 – Analyze and develop risk assessment</td>
<td>2.5 months</td>
</tr>
<tr>
<td>3. Task 3 – Develop remediation action and monitoring plan</td>
<td>5 months</td>
</tr>
<tr>
<td>4. Task 4 – Prepare detailed plans and specifications for site work</td>
<td>7.5 months</td>
</tr>
<tr>
<td>5. Task 5 – Certification, sampling and analytical work</td>
<td>9.5 months</td>
</tr>
<tr>
<td>6. Regulatory review and response</td>
<td>16 months</td>
</tr>
<tr>
<td>7. Project closeout</td>
<td>18 months</td>
</tr>
</tbody>
</table>

Note: These milestones assume that the oversight agency staff will be responsive in their review time with the project submittals. Actual response time may vary and completion schedule will be adjusted accordingly.
CITY OF PALO ALTO CONTRACT NO. C09126986

EXHIBIT “C”

COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses shall not exceed $180,000.00. CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event CITY authorizes any Additional Services, the maximum compensation shall not exceed $198,000.00. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, does not exceed $180,000.00 and the total compensation for Additional Services does not exceed $18,000.00.

**BUDGET SCHEDULE**

<table>
<thead>
<tr>
<th>Task</th>
<th>NOT TO EXCEED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 (Review information)</td>
<td>$8,900</td>
</tr>
<tr>
<td>Task 2 (Develop risk assessment)</td>
<td>$38,250</td>
</tr>
<tr>
<td>Task 3 (Develop remediation action and monitoring plan)</td>
<td>$38,900</td>
</tr>
<tr>
<td>Task 4 (Detailed plans and specifications for site work)</td>
<td>$38,700</td>
</tr>
<tr>
<td>Task 5 (Certification, sampling and analytical work)</td>
<td>$29,700</td>
</tr>
<tr>
<td>Task 6 (Project management and meetings)</td>
<td>$23,400</td>
</tr>
</tbody>
</table>

Sub-total Basic Services $177,850
CITY OF PALO ALTO CONTRACT NO. C09126986

Reimbursable Expenses $2,150

Total Basic Services and Reimbursable expenses $180,000

Additional Services (Not to Exceed) $18,000

Maximum Total Compensation $198,000

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

A. Travel, including transportation and meals, will be reimbursed at actual cost subject to the City of Palo Alto’s policy for reimbursement of travel and meal expenses for City of Palo Alto employees.

B. Long distance telephone cellular phone, facsimile transmission and postage charges are reimbursable at actual cost.

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than $1,000.00 shall be approved in advance by the CITY’s project manager. Reimbursable subcontracted services such as drilling and laboratory analyses shall be billed at cost plus 12%.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.
## EXHIBIT “C-1”
### HOURLY RATE SCHEDULE

#### RATE/FEE SCHEDULE – GEOSYNTEC

<table>
<thead>
<tr>
<th>POSITION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engineer/Scientist:</strong></td>
<td></td>
</tr>
<tr>
<td>Staff Professional</td>
<td>$96.00</td>
</tr>
<tr>
<td>Senior Staff Professional</td>
<td>$110.00</td>
</tr>
<tr>
<td>Professional</td>
<td>$124.00</td>
</tr>
<tr>
<td>Project Professional</td>
<td>$142.00</td>
</tr>
<tr>
<td>Senior Professional</td>
<td>$162.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$182.00</td>
</tr>
<tr>
<td>Principal</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

| **Construction Services:**                       |             |
| Engineering Technician I                         | $50.00      |
| Engineering Technician II                        | $55.00      |
| Senior Engineering Technician I                  | $60.00      |
| Senior Engineering Technician II                 | $65.00      |
| Site Manager I                                   | $74.00      |
| Site Manager II                                  | $79.00      |
| Construction Manager                             | $89.00      |

| **Design, Graphical, and Administrative Services:** |             |
| Designer                                          | $104.00     |
| Senior Drafter/Senior CADD Operator               | $92.00      |
| Drafter/CADD Operator/Artist                      | $80.00      |
| Admin Assistant/Tech Word Processor               | $52.00      |
| Clerical                                          | $42.00      |

Professional Services
Revised 10/18/07
EXHIBIT D

MARSH

CERTIFICATE OF INSURANCE

PRODUCER
Marsh USA Inc.
1550 Sawgrass Corporate Pkwy.
Suite 300
Sunrise, FL 33345-9010
Attn: Fax: 212-948-1306 / Contract.ReviewCSS@marsh.com

S81127-ALL-CAS1-07-08 OAKLA ALL4

INSURED
GeoSyntec Consultants, Inc.
475 14TH St., Suite 450
Oakland, CA 94656

COMPANIES AFFORDING COVERAGE

A  Commerce and Industry Ins Co
B  American International Specialty Lines Ins Co
C  American Home Assurance Co
D

COVERAGES
This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

CO LTR  TYPE OF INSURANCE  POLICY NUMBER  POLICY EFFECTIVE DATE (MM/DD/YYYY)  POLICY EXPIRATION DATE (MM/DD/YYYY)  LIMITS

A GENERAL LIABILITY
X COMMERCIAL GENERAL LIABILITY
   CLAIMS MADE X OCCUR
   OWNER'S & CONTRACTOR'S PRO
   SIR: 100,000
GL 4178618
09/01/07 09/01/08
GENERAL AGGREGATE $ 2,000,000
PRODUCTS - COMPOP. AGG $ 2,000,000
PERSONAL & ADV INJURY $ 1,000,000
EACH OCCURRENCE $ 1,000,000
FIRE DAMAGE (Any one fire) $ 100,000
MED EXP (Any one person) $ 25,000

A AUTOMOBILE LIABILITY
X ANY AUTO
   ALL OWNED AUTOS
   SCHEDULED AUTOS
   HIRED AUTOS
   NON-OWNED AUTOS
CA5053937 (AOS)
CA1995451 (MA)
09/01/07 09/01/08
COMBINED SINGLE LIMIT $ 1,000,000
BODILY INJURY (Per person)
BODILY INJURY (Per accident)
PROPERTY DAMAGE

A GARAGE LIABILITY
X ANY AUTO

B EXCESS LIABILITY
X UMBRELLA FORM
   OTHER THAN UMBRELLA FORM
UMB6085625
09/01/07 09/01/08
EACH OCCURRENCE $ 10,000,000
AGGREGATE $ 10,000,000
SIR: $ 10,000

C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
X THE PROPRIETORS, EXECUTIVE OFFICERS ARE INCL
WCS513943 (AOS)
WCS513944 (CA)
09/01/07 09/01/08
X 20 STATUTORY LIMITS OTHER
   EL EACH ACCIDENT $ 1,000,000
   EL DISEASE-POLICY LIMIT $ 1,000,000
   EL DISEASE-EACH EMPLOYEE $ 1,000,000

C OTHER
Claims Made Form
195-19-04
09/01/07 09/01/08
Each Claim / Aggregate $ 8,000,000
Ded: Each Claim $ 300,000

DESCRIPTION OF OPERATIONS/Locations/VEHICLES/SPECIAL ITEMS

RE: PSA
CITY OF PALO ALTO IS INCLUDED AS ADDITIONAL INSURED, WHERE REQUIRED BY WRITTEN CONTRACT, EXCEPT FOR WORKERS' COMPENSATION AND PROFESSIONAL LIABILITY. THIS INSURANCE SHALL BE PRIMARY AND NON-CONTRIBUTORY AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE INSURED WHERE REQUIRED BY WRITTEN CONTRACT. THE ABOVE GENERAL LIABILITY POLICY IS NOT AVOIDABLE.

CERTIFICATE HOLDER

CITY OF PALO ALTO
PURCHASING AND CONTRACT ADMINISTRATION
P.O. BOX 10250
PALO ALTO, CA 94303

CANCELATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED THEREIN; BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
BY: Eileen S. Yodanis

MM11/3/02
VALID AS OF: 07/09/08
ADDITIONAL INFORMATION

PRODUCER
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy.
Suite 300
Sunrise, FL 33345-9010
Attn: Fax: 212-948-1306 / Contract.ReviewCSS@marsh.com

S81127-ALL-CAS1-07-08 OAKLA ALL4

INSURED
GeoSyntec Consultants, Inc.
475 14TH St., Suite 450
Oakland, CA 94596

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

TEXT:

CONTINUED FROM DESCRIPTION SECTION:

INCLUDES SEPARATION OF INSURED'S COVERAGE. THE ABOVE GENERAL LIABILITY POLICY INCLUDES CONTRACTUAL LIABILITY COVERAGE.

CERTIFICATE HOLDER

CITY OF PALO ALTO
PURCHASING AND CONTRACT ADMINISTRATION
P.O. BOX 10250
PALO ALTO, CA 94303

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

BY: Eileen S. Yodanis

Page 2

S. Yodanis
Attachment B

Certification of Nondiscrimination

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

1. If Proposer is INDIVIDUAL/Sole Proprietorship, sign here:

Date: __________________________

Proposer's Signature

Proposer’s typed name and title

2. If Proposer is PARTNERSHIP or JOINT VENTURE, at least (2) Partners or each of the Joint Venturers shall sign here:

Partnership or Joint Venture Name (type or print)

Date: __________________________

Member of the Partnership or Joint Venture signature

Date: __________________________

Member of the Partnership or Joint Venture signature

3. If Proposer is a CORPORATION, the duly authorized officer(s) shall sign as follows:

The undersigned certify that they are respectively:

Chairman of the Board and __________________________

Title __________________________

Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

GEOSYNTEC CONSULTANTS

Corporation Name (type or print)

By: __________________________

Date: May 23, 2008

Title: Chairman of the Board

By: __________________________

Date: __________________________

Title: __________________________