City of Palo Alto
City Council Staff Report

Report Type: Consent Calendar
Meeting Date: 2/7/2011

Summary Title: Contract Amendment for Airport Phase II ESA

Title: Approve and Authorize the City Manager or His Designee to Execute Amendment No. 1 to Contract S09128287 with Northgate Environmental Management, Inc., for an Additional Amount of $89,619 for Phase II Environmental Site Assessment Work at the Palo Alto Airport

From: City Manager

Lead Department: Public Works

Recommendation
Staff recommends that Council approve and authorize the City Manager or his designee to execute amendment no. 1 to contract S09128287 with Northgate Environmental Management, Inc., (Attachment A) for an additional amount of $81,419 for a Phase II Environmental Site Assessment at the Palo Alto Airport plus $8,200 for additional services for a total not-to-exceed amount of $89,619.

Executive Summary
On December 6, 2010, Council directed staff to move forward expeditiously on a Phase II Environmental Site Assessment (ESA) for the airport. Staff is requesting Council approval for a contract amendment with Northgate Environmental Management, Inc. (Northgate), the firm that prepared the Phase I ESA under contract S09128287. The original scope for that contract indicated that an amendment would be appropriate for a Phase II ESA if needed.

Background
The Council directed staff to pursue options for termination of the Palo Alto Airport (PAO) lease prior to 2017, the time at which the County of Santa Clara's (County) 50-year lease expires. The intent is for the City to have operational control of PAO earlier than 2017. On December 6, 2010, Council established the Airport Enterprise Fund (AEF) to provide the funds to move forward with the transition of the airport to City control. (CMR:431:10). Conducting a thorough environmental site assessment (ESA) is a standard part of a due diligence process for any transaction of real property.

The ESA process was initiated in 2008 and the Phase I report was released in May 2009. The Phase I ESA report recommended that a Phase II ESA be performed to evaluate the following recognized environmental conditions and issues of potential
environmental concern:

1. Hazardous material use and storage by aircraft repair and maintenance facilities at the Site, including oil, aviation gas, and solvents. Given the long history of chemical use and storage at these facilities, Northgate could not rule out the possibility that soil or groundwater at the Site has been impacted by releases.
2. A tank farm located on the western portion of the Site used to store aviation gas, jet fuel, and diesel used by refueling businesses at the Site. Three releases are reported to have occurred at the tank farm and its associated piping. However, no subsurface investigation has been performed.
3. A self-service fueling station and underground piping located on the northeast corner of the Roy-Aero Enterprises (RAE) sublease area.
4. An existing County hazardous material storage area and corporation yard located on the southeast area of the Site, and a former County hazardous material storage area located on the western edge of the Site.
5. The presence of petroleum hydrocarbon compounds in soil and groundwater related to three former underground storage tanks (USTs) removed from the Site in 1988 and 1989.
6. Two former aboveground fuel storage tanks located on the southwestern edge of the Site identified in historic plans and aerial photographs.
7. Potential impacts to storm water quality at the Site due to airport run-off.
8. Low-level contamination of shallow soil and groundwater on a Site-wide basis related to oil leaks from planes, accidental releases of gasoline during refueling or from parked airplanes, and intentional discharge of gasoline samples taken during pre-flight inspections.
9. Asbestos and lead-based paint in existing structures at the Site.

A siteplan is included as Attachment B showing the geographic locations of items 2 through 6 that are described above. Items 1, 8 and 9 relate to multiple areas across the entire PAO site.

Discussion
The existing Phase I professional services contract with Northgate stated that if a Phase II study had to be conducted it could be added to the existing contract. In 2008, the original Request for Proposals (RFP) to procure environmental assessment services included Phase II work at the airport. Sixteen firms responded to the RFP, and Northgate was selected by a staff committee of 3 for the project. The Airport Phase II work was removed from the final contact scope due to budget reductions that year, but it is appropriate to add it back via a contract amendment at this time.

To expedite the process as requested by the Council, staff recommends the approval of the attached contract amendment. Northgate is already familiar with the site conditions, environmental concerns and the Airport Fixed Base Operators (FBO’s) so they can start work immediately on the Phase II. Any other firm would need additional
time and money to get up to speed and redo much of the work that Northgate already performed.

Before starting field work on the site, Northgate will notify the County, the Airport Tower, and any affected FBO's. The environmental sampling work is not expected to cause any operational disruption to the Airport. The full Phase II ESA is expected to be complete within nine (9) weeks from the notice to proceed. Results of the ESA will be provided to the City Attorney as a confidential document.

**Resource Impact**
Funding for the Phase II ESA is available in the Airport Enterprise Fund (AEF) established through a Budget Amendment Ordinance in December 2010. The Phase II ESA is a one-time study.

**Policy Implications**
Actions recommended in this report are consistent with previous Council direction.

**Environmental Review**
A Phase I Environmental Site Assessment has been conducted. The assessment was done to determine if any hazardous material spills have impacted soil and/or groundwater at PAO. The report concludes that there is sufficient cause to recommend a Phase II site investigation to evaluate potential soil and groundwater contamination at the Palo Alto Airport.

**Attachments**
Attachment A: Contract Amendment
Attachment B: Site Plan

**PREPARED BY:**

MATTHEW RASCHKE  
Senior Engineer

**DEPARTMENT HEAD:**

J. MICHAEL SARTOR  
Interim Director of Public Works

**CITY MANAGER APPROVAL:**

JAMES KEENE  
City Manager

February 07, 2011  
(ID # 1296)
ATTACHMENTS:

- Attachmenta: Site Plan (PDF)
- Attachmentb: Northgate Amendment 1 (PDF)

Prepared By: Matt Raschke, Senior Engineer

Department Head: J. Michael Sartor, Interim Director

City Manager Approval: James Keene, City Manager
AMENDMENT NO. 1 TO CONTRACT NO. S09128287
BETWEEN THE CITY OF PALO ALTO AND
NORTHGATE ENVIRONMENTAL MANAGEMENT, INC.
FOR PROFESSIONAL SERVICES
ENVIRONMENTAL SITE INVESTIGATION WORK

This Amendment No. 1 to Contract No. S09128287 ("Contract") is entered into February 8, 2011, by and between the CITY OF PALO ALTO, a charter city and a municipal corporation of the State of California ("CITY"), and NORTHGATE ENVIRONMENTAL MANAGEMENT, INC., a California Corporation, located at 300 Frank H. Ogawa Plaza, Suite 510, Oakland, CA 94612 (PH) 510-839-0688 ("CONSULTANT").

RECITALS:

WHEREAS, the Contract was entered into between the parties for the provision of Environmental Site Investigation Work Services; and

WHEREAS, the parties wish to amend the Contract;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1, Scope of Services; is hereby amended to read as follows:

"CONSULTANT shall perform the Services described in Exhibit "A" and in Exhibit "A-1" 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. Section 2. TERM; is hereby amended to read as follows:

"The Term of this Agreement shall be from the date of its full execution, December 19, 2008, through completion of Phase II, to be completed on or before May 31, 2011."

SECTION 3. Section 3. SCHEDULE OF PERFORMANCE; is hereby amended to read as follows:

"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" and in Exhibit "B-1", 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.

SECTION 4. Section 4. NOT TO EXCEED COMPENSATION; is hereby amended to read as follows:

| Original Contract Value: | $45,344 |
| Contingency for Additional Services: | $6,800 |

Not-To-Exceed Value of Original Contract $52,144

| Contract Amendment 1 added value | $81,419 |
| Contingency of Additional Services | $8,200 |

Total Value added via this Amendment $89,619

AMENDED NOT-TO-EXCEED VALUE OF AGREEMENT $141,763

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” and Exhibit “A-1.”

SECTION 14. OWNERSHIP OF MATERIALS: is hereby amended to include the following:

"Reports; All written Reports referenced in Exhibit A-1, Scope of Work, to be submitted to CITY, shall be stamped “Attorney/Client Privilege”, and shall be sent directly to the attention of Grant Kolling, Senior Assistant City Attorney, 250 Hamilton Avenue, 8th Floor, Palo Alto, CA 94031".

The following exhibit(s) to the Contract is/are hereby amended and/or attached to read as set forth in the attachment(s) to this Amendment, which are incorporated in full by this reference:
a. Exhibit "A-1" entitled "Scope of Services
b. Exhibit "B-1" entitled "Schedule of Performance”.
c. Exhibit "C" entitled "Compensation”.

Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

CITY OF PALO ALTO

APPROVED:

City Manager

NORTHGATE ENVIRONMENTAL MANAGEMENT, INC.

By:

Name: Dennis Laduzinsky
Title: Principal

APPROVED AS TO FORM:

Senior Asst. City Attorney

Attachments:

EXHIBIT "A-1": SCOPE OF SERVICES
EXHIBIT "B-1": SCHEDULE OF PERFORMANCE
EXHIBIT "C": COMPENSATION
Exhibit A-1
SCOPE OF WORK

Site History and Previous Investigation

The Palo Alto Airport at 1901 Embarcadero Road is listed on several regulatory databases, including the LUST, HIST LUST, and Cortese databases, related to releases of hazardous materials identified at the Site during removal and subsequent investigation of three underground storage tanks (USTs) in 1988 and 1989. The Palo Alto Airport at 1925 Embarcadero Road is listed on the CA FID UST, SWEEPS UST, and HIST UST databases related to a waste oil UST that the County removed from the western edge of the Site in 1994. The Site is also listed on the CA WDS and RCRA-LQG databases as Palo Alto Airport and Santa Clara County - Roads & Airport Department at 1925 Embarcadero Road related the wastewater treatment system operated by the County at an airplane wash-down area (CA WDS listing), and disposal of sludge material from the treatment system and waste oil and fuel from the oil collection points at the Site (RCRA-LQG listing). Several individual businesses at the Site are also listed on the RCRA-SQG, HAZNET, or FINDS databases. In general, these listings relate to the use, storage, and disposal of hazardous materials by the various airplane repair and maintenance operations. The FAA control tower at 1909 Embarcadero is also listed for disposal of asbestos-containing waste generated during asbestos abatement on building materials at the tower.

The Phase I ESA recommended that a Phase II ESA be performed to evaluate the following recognized environmental conditions and issues of potential environmental concern:

1. Hazardous material use and storage by aircraft repair and maintenance facilities at the Site, including oil, aviation gas, and solvents. Given the long history of chemical use and storage at these facilities, Northgate could not rule out the possibility that soil or groundwater at the Site has been impacted by releases.

2. A tank farm located on the western portion of the Site used to store aviation gas, jet fuel, and diesel used by refueling businesses at the Site. Three releases are reported to have occurred at the tank farm and its associated piping. However, no subsurface investigation has been performed.

3. A self-service fueling station and underground piping located on the northeast corner of the RAE sublease area.
4. An existing County hazardous material storage area and corporation yard located on the southeast area of the Site, and a former County hazardous material storage area located on the western edge of the Site.

5. The presence of petroleum hydrocarbon compounds in soil and groundwater related to three former USTs removed from the Site in 1988 and 1989.

6. Two former aboveground fuel storage tanks located on the southwestern edge of the Site identified in historic plans and aerial photographs.

7. Potential impacts to storm water quality at the Site due to airport run-off.

8. Low-level contamination of shallow soil and groundwater on a Site-wide basis related to oil leaks from planes, accidental releases of gasoline during refueling or from parked airplanes, and intentional discharge of gasoline samples taken during pre-flight inspections.

9. Asbestos and lead-based paint in existing structures at the Site.

A partial site plan is provided as Figure 1 attached to this scope of work for reference to the above-described areas.

Planned Work

Task 1 - Sampling and Analysis Plan
Northgate will prepare a Sampling and Analysis Plan (SAP) that outlines the procedures to be followed in performing the Phase II investigation at the Site. The purpose of the SAP is to ensure that legally defensible, high-quality data are collected and reported. The SAP will describe the data quality objectives for the investigation, outline project personnel organization and responsibilities, describe sample collection procedures and sample handling, tracking, preservation, and analysis requirements, present sample analytical quality control procedures, and describe the data reduction, reporting, and management procedures to be followed during the investigation. The SAP will be submitted to the City in draft form for review, comment and approval, prior to issuing a final SAP.

Task 2 - Health and Safety Plan and Work Plan
Northgate will prepare a site-specific Health and Safety Plan (HSP) for the Phase II ESA. The HSP will focus on general safety issues related to subsurface investigation and soil and groundwater sampling, and will discuss the potential chemical hazards specific to the Site. The HSP will also discuss specific safety protocols needed for field work conducted at an active airport. The HSP will be submitted to the City in draft form for review and approval.
The final HSP will be signed by a Certified Industrial Hygienist.

Northgate will also prepare a Site-specific Phase II ESA Work Plan for investigation. The Work Plan will summarize the findings of the Phase I ESA investigation, and outline the methods of investigation for the Phase II ESA. The Work Plan will be submitted in draft for the City’s review, and then finalized to incorporate the City’s comments. The Work Plan will be signed and stamped by a licensed engineer or geologist.

**Task 3 - Soil and Groundwater Sampling**

The Phase II ESA will consist of collecting soil and groundwater samples from borings advanced in the area of the recognized environmental conditions and issues of potential environmental concern identified during the Phase I ESA. The proposed investigation is summarized in Table 1. A description of the general investigation methods is presented below.

Soil and groundwater samples will be collected from borings advanced using direct-push GeoProbe drilling methods. Continuous soil cores will be collected from each boring in clear acetate liners for lithologic logging and soil sampling. Once extracted from the borehole, the liners will be opened at select intervals to expose the soil core. The cores will be screened with a photo-ionization detector (PID) to allow an initial determination of the presence of volatile organic compounds (VOCs) in each soil core and to determine the specific depth interval that warrants chemical analysis. The exposed soil in the core will be classified in accordance with the Unified Soil Classification System and American Society of Testing and Materials (ASTM) D2499-94 Color Chart.

Two soil samples will be collected for chemical analysis from each boring. Soil samples collected for VOC analysis will be collected using a Terra-Core sampling system designed to comply with the VOC soil sampling methodology promulgated under EPA Method 5035 in SW-846 Version 2 Update I, II, IA, IB, and III. Method 5035 is specifically designed to minimize the losses of VOCs during sample transport, handling, and analysis. Samples to be analyzed for petroleum hydrocarbons, semi-volatile organic compounds, PCBs, or metals will be collected from the liners by sealing the selected sample interval with Teflon-lined end caps. Samples will be labeled and stored on ice in a cooler. A chain-of-custody form will be initiated in the field and accompany the samples to a California EPA-certified chemical testing
laboratory.

Groundwater is estimated to be present at depths of approximately 8 to 12 feet below the surface. Grab groundwater samples will be collected from each borehole using either a temporary PVC well casing or a HydroPunch-type sampling device. The HydroPunch device consists of a sealed sample probe driven into the subsurface. Upon reaching the target sampling depth, the probe is retracted about six-inches, exposing a perforated well screen that allows water to enter the device. For temporary well casings, a pre-cleaned, 2-inch diameter PVC well casing with 5-feet of 0.010-inch slotted well screen at the base will be lowered into the boring. Using a disposable polyethylene bailer, water will be bailed from the HydroPunch or PVC to purge the boring and remove sediment. Water samples will then be collected using the bailer. All samples will be placed in containers approved for the type of analyses required. Following the addition of any preservatives required per EPA approved sampling protocols, the samples will be labeled and immediately placed on ice in a cooler. A chain-of-custody form will be initiated by the sampler and accompany the samples to the analytical laboratory. Water samples will be delivered to a California EPA-certified testing laboratory for analysis.

Borings will be backfilled to the ground surface with a bentonite grout and completed at the surface to match the existing grade. All equipment used during the investigation that could possibly come into contact with chemically affected materials, will be thoroughly cleaned before and after each use. All soil cuttings, purge water, and other investigation-derived waste generated during drilling will be stored on-site in labeled 55-gallon drums pending evaluation of disposal options.

**Task 4 - Evaluation and Report**
The results of the Phase II ESA will be presented in a report that describes the sample collection procedures, summarizes the soil and groundwater sample chemical test results, and presents conclusions and recommendations regarding soil and groundwater quality issues at the Site. The report will initially be submitted in draft for the City’s review and comment.

**Task 5 - Asbestos and Lead Paint Evaluation**
Acumen Industrial Hygiene, acting as a subcontractor to Northgate, will perform an evaluation of asbestos containing materials (ACMs) and lead containing materials (LCMs) in buildings at the Site. The objective of this work is to
provide project guidance for complying with applicable regulations related to abatement of hazardous building materials, including California Department of Occupational Safety & Health (Cal-OSHA), California Department of Toxic Substances Control (DTSC) and Bay Area Air Quality Management District (BAAQMD) regulations.

The asbestos and lead investigation will be conducted in three steps. The first will be to review available building plans, construction specifications, renovation plans, past asbestos survey and abatement reports, operations and maintenance plans, and any other records made available to Acumen. To the extent possible, Acumen will endeavor to use available survey information to minimize duplication of previous surveys. Acumen will also interview pertinent Site personnel to understand the history of asbestos abatement at the Site.

The second step will be to survey the facility. The purpose of the survey will be to identify and sample suspect ACM and LCM. Where suspect ACMs are noted, bulk samples will be collected and submitted for analysis by Polarized Light Microscopy (PLM). Except for materials previously identified as asbestos containing, the goal of our sampling strategy will be to minimize unnecessarily assuming materials to contain asbestos.

During the survey, samples will be collected so as to minimize asbestos fiber release and to comply with applicable safety and health regulations. Minor repairs (patching) will be performed at the sample locations. Each suspect material will be carefully described for ready identification and photographed for documentation of significant factors such as condition, accessibility, potential for damage or disturbance, and friability. Sample locations will be marked on a floor plan(s) or a site map of the facility. Quantities of ACM will also be estimated for developing estimates of future abatement costs.

The lead survey will focus on compliance with Cal-EPA regulations regarding disposal of construction related wastes. These rules require that deteriorated paint be characterized for waste disposal separately from its substrate(s). Therefore, we propose to sample mainly deteriorated paints. Where it is noted, a sample will be collected for analysis by flame atomic absorption (FLAA) spectrophotometry to determine lead content. The approximate quantities and locations of deteriorated paints will be documented.
Asbestos and lead samples collected for analysis will be submitted to Micro Analytical Laboratories of Emeryville, California. This laboratory is accredited by the National Bureau of Standards, National Voluntary Laboratory Accreditation Program for selected test methods for asbestos (NVLAP). This laboratory also holds certification from the American Industrial Hygiene Association (AIHA) and participates in the Environmental Lead Laboratory Accreditation Program (ELLAP).

The third step will be to document the findings in a report. After receiving the laboratory results, Acumen will prepare and submit a written report that will discuss the findings and their significance, and present recommendations as appropriate. The report will provide an inventory of ACMs in the buildings and an evaluation of issues related to leaded paints. The report will also include sample location floor plans, photographs and recommendations for management of these materials. The report will be initially submitted in draft form for the City’s review and comment.
### TABLE 1
Proposed Investigation Summary

<table>
<thead>
<tr>
<th>Issue of Potential Concern</th>
<th># of Borings</th>
<th>Laboratory Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>TPH-G</td>
</tr>
<tr>
<td></td>
<td></td>
<td>S</td>
</tr>
<tr>
<td>Hazardous material use and storage at aircraft repair and maintenance facilities</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>Tank farm located on the western portion of Site</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Self-service fueling station and underground piping northeast corner of the RAE sublease</td>
<td>2</td>
<td>4</td>
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<tr>
<td>County hazardous material storage areas on western and southeast area of Site</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Former USTs at western end of Site</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>Former aboveground fuel storage tanks on southwestern edge of Site</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>Possible site-wide contamination related to oil leaks, accidental releases, and intentional discharge from pre-flight inspections</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Totals</td>
<td>31</td>
<td>62</td>
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Notes:
S: Soil Sample
W: Groundwater Sample
TPH-G: Total petroleum hydrocarbon as gasoline and aviation fuel
TPH-D/O: Total petroleum hydrocarbon as diesel and oil
VOCs: Volatile organic compounds

Attachment: Northgate Amendment 1 (1296 : Contract Amendment for Airport Phase II ESA)
EXHIBIT "B-1"
SCHEDULE OF PERFORMANCE
(Phase II)

<table>
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<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Completion No. of Weeks from NTP</th>
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<td>Task 1</td>
<td>Sampling and Analysis Plan</td>
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<td>Task 2</td>
<td>H&amp;S Plan, Work Plan</td>
<td>3 weeks</td>
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<td>Task 3</td>
<td>Drilling and Sampling</td>
<td>4 weeks</td>
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<td>Task 4</td>
<td>Evaluation and Report</td>
<td>7 weeks</td>
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<td>Task 5</td>
<td>Asbestos and Lead Evaluation</td>
<td>8 weeks</td>
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<td>PROJECT TOTAL</td>
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<td>9 weeks</td>
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</tbody>
</table>
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.

PHASE II.

CONSULTANT shall perform the tasks and categories of work in Phase II as outlined and budgeted below. The CITY’s Public Works Director, or designee, may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Phase II Basic Services, including reimbursable expenses, does not exceed $81,419.00 and the total compensation for Additional Services in Phase II does not exceed $8,200.00.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>NOT TO EXCEED AMOUNT</th>
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<tbody>
<tr>
<td>Task 1</td>
<td>Sampling and Analysis Plan</td>
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<td>Task 2</td>
<td>H&amp;S Plan, Work Plan</td>
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<td>Drilling and Sampling</td>
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<td>Task 4</td>
<td>Evaluation and Report</td>
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<td></td>
<td>PHASE II TOTAL</td>
<td>$ 81,419</td>
</tr>
</tbody>
</table>

Sub-total Basic Services (PHASE II) $81,419.00
Reimbursable Expenses $ 0.

Total Basic Services and Reimbursable Expenses for PHASE II: $81,419.00
Additional Services PHASE II - (Not to Exceed) $8,200.00

Maximum Total Compensation PHASE II $89,619.00

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.

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 Public works Director or designee, and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

Work required because the following conditions are not satisfied or are exceeded shall be considered as additional services: