File No. 120687

Committee Item No. 9
Board Item No. 31

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee **Date** 7/25/12

Board of Supervisors Meeting **Date** 7/31/12

Cmte	Board	
☐	☐	Motion
☒	☒	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☒	☒	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☒	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☒	☒	* Contract/Agreement
☒	☒	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Victor Young **Date** July 19, 2012
Completed by: Victor Young **Date** 7-26-12

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

FILE NO. 120687 RESOLUTION NO.

[Contract Amendment - Treasure Island Development Authority - AMEC Geomatrix, Inc. - Not to Exceed $2,037,400]

Resolution retroactively approving an amendment to the contract between the Treasure Island Development Authority and AMEC Geomatrix, Inc. to extend the term through June 30, 2013 and to increase the not to exceed amount to $2,037,400.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) authorized the City's Board of Supervisors to designate the Authority as a redevelopment agency under California redevelopment law with authority over the Base, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, On October 17, 2005, the Board of Directors adopted Resolution No. 05-039-10/12 designating the Office of Economic and Workforce Development as the lead negotiator in all negotiations related to the overall redevelopment and conversion of the Base to civilian uses, including without limitation, negotiations regarding the terms and conditions for the long term redevelopment of the Treasure Island Marina and the redevelopment of the Base; and,

WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the tidelands trust trustee for the portions of Treasure Island subject to the tidelands trust, or any of the other powers or authority; and,

WHEREAS, AMEC Geomatrix, Inc. ("Contractor" or "Geomatrix") was selected by the City's Department of Public Works ("DPW") as an "as-needed" contractor to provide environmental review and remediation activities based on a public Request for Proposals process; and,

WHEREAS, Contractor performed services under a contract with DPW for several agencies and locations, including Treasure Island; and,

WHEREAS, The Authority amended the contract from time to time to extend the term and to directly contract with Contractor; and,

WHEREAS, On February 12, 2003, because of Contractor's knowledge of the Navy's environmental remediation program at the Base, the Authority authorized the Executive Director to execute a new contract with Contractor for an amount not to exceed $541,000 to perform certain services, including monitoring the Navy's on-going environmental remediation program; and,

WHEREAS, On June 9, 2004, the Authority extended the term of the Contractor contract for an additional two (2) months; and,

WHEREAS, On December 8, 2004, the Authority retroactively extended the term of the contract through June 30, 2005 and increased the not-to-exceed amount of the Contractor contract to $719,000; and,

WHEREAS, On July 13, 2005, the Authority retroactively extended the term of the Contractor contract through June 30, 2006 and increased the not-to-exceed amount of the contract to $899,000; and,

WHEREAS, On May 31, 2006, the Authority extended the term of the Contractor contract through June 30, 2007 and increased the not-to-exceed amount of the contract to $1,079,000; and,

WHEREAS, On May 9, 2007, the Authority extended the term of the Contractor contract through June 30, 2008 and increased the not-to-exceed amount of the contract to $1,259,000; and,

WHEREAS, On May 14, 2008, the Authority extended the term of the Contractor contract through June 30, 2009 and increased the not-to-exceed amount of the contract to $1,439,000; and,

WHEREAS, On May 13, 2009, the Authority, with Board of Supervisors approval, extended the term of the Contractor contract through June 30, 2010 and increased the not-to-exceed amount of the contract to $1,619,000; and,

WHEREAS, On July 1, 2010, the Authority, with Board of Supervisors approval, extended the term of the Contractor contract through June 30, 2011 and increased the not-to-exceed amount of the contract to $1,799,000; and,

WHEREAS, On June 22, 2011, the Authority, with Board of Supervisors approval, extended the term of the Contractor contract through June 30, 2012; and,

WHEREAS, The Authority believes that the on-going role of Contractor is important and merits amendment of the existing contract in order to (a) maintain the continuity of oversight of the Navy's environmental remediation program; (b) avoid the potential challenges associated with the learning curve inherent in selecting and bringing a new engineering contractor up to speed; and (c) continue to assist the Authority in property transfer and master developer negotiations to protect the Authority's interests and to support the redevelopment plans; and,

WHEREAS, The Authority desires to amend the contract with Contractor to extend the term of the contract and increase the total not-to-exceed amount of the contract, consistent with the Authority's need for on-going monitoring of the Navy's environmental cleanup program; and,

WHEREAS, On April 19, 2012 at a properly noticed meeting, the Authority, subject to Board of Supervisors' approval, authorized the Treasure Island Project Director to execute the amendment to the contract with Contractor to extend the term thereof through June 30, 2013 and increase the not-to-exceed amount to $2,037,400; and,

WHEREAS, The Act and Authority's bylaws require the Board of Supervisors' approval of any contract that the Authority enters having a term in excess of ten (10) years or anticipated revenues of $1,000,000; and,

WHEREAS, The contract, as amended, is a contract for an amount in excess of $1,000,000; now therefore be it

RESOLVED, That the San Francisco Board of Supervisors hereby retroactively approves the amendment to the Geomatrix contract; and, be it

FURTHER RESOLVED, That the San Francisco Board of Supervisors hereby authorizes the Treasure Island Development Project Director to retroactively execute and enter into the amendment to the Geomatrix contract in substantially the form of the

amendment to the Geomatrix contract on file with the Clerk of the Board of Supervisors in File No. 120687, which is hereby declared to be a part of this motion as if set forth fully herein, and any additions, amendments or other modifications to such amendment (including, without limitation, its exhibits) that the Treasure Island Development Project Director determines, in consultation with the City Attorney, are in the best interests of the Authority and do not otherwise materially increase the obligations or liabilities of the Authority, and are necessary or advisable to effectuate the purpose and intent of this resolution.

RECOMMENDED:

TREASURE ISLAND DEVELOPMENT AUTHORITY

By: _____
MICHAEL TYMOFF
Treasure Island Project Director

Item 9 File 12-0687	Department: Treasure Island Development Authority (TIDA)

EXECUTIVE SUMMARY

Legislative Objective

The proposed resolution would retroactively approve the Tenth Amendment to the existing contract between Treasure Island Development Authority (TIDA) and AMEC Geomatrix, Inc. (Geomatrix), to retroactively extend the term by one year from July 1, 2012 through June 30, 2013, and to increase the not-to-exceed amount by $238,400 from $1,799,000 to $2,037,400.

Key Points

- TIDA originally selected Geomatrix in 1998 to provide environmental engineering consulting services from the Department of Public Works' as-needed list, developed through a competitive Request for Proposal (RFP) process. In 2001, TIDA began directly contracting with Geomatrix to provide environmental engineering services.
- In 2003, TIDA requested that the Navy begin negotiating an early transfer of the former Treasure Island Naval Station, which includes Treasure Island and Yerba Buena Island, to TIDA. Because of Geomatrix's knowledge of the Navy's environmental remediation program at the former naval base, TIDA entered into a sole source contract with Geomatrix from April 1, 2003 to June 30, 2004, for a not-to-exceed amount of $541,000 to provide technical services related to monitoring the Navy's environmental remediation activities in preparation for the transfer of the former Navy base to TIDA.
- Between June 2004 and June 2011, TIDA approved nine contract amendments, on a sole source basis, extending the term from July 1, 2004 through June 30, 2012 because TIDA required continuity in the program to oversee the Navy's environmental remediation of the former naval base prior as part of the transfer of the naval base to the TIDA.
- The total contract term from April 1, 2003 through June 30, 2012 is approximately nine years and three months with a not-to-exceed amount of $1,799,000.
- The proposed resolution would retroactively approve the Tenth Amendment to the existing contract between TIDA and Geomatrix, to extend the contract for one year and to increase the not-to-exceed amount by $238,400 from $1,799,000 to $2,037,400. The Treasure Island/Yerba Buena Island Development Project Manager states that TIDA plans to issue a new RFP for environmental engineering services upon completion of the first transfer of property on the formal naval base to TIDA, which is estimated to occur in approximately April 2013.

Fiscal Impacts

- The not-to-exceed increased amount for the proposed Tenth Amendment of the existing contract is $238,400 or 13.3 percent more than the existing authorized not-to-exceed contract amount of $1,799,000. Funds for the proposed Tenth Amendment in the amount of $238,400 are included in TIDA's FY 2012-13 budget, subject to final Board of Supervisors appropriation approval.

Recommendation

- Approve the proposed resolution.

MANDATE STATEMENT / BACKGROUND

Mandate Statement

In accordance to the State's Treasure Island Conversion Act of 1997 and Treasure Island Development Authority's (TIDA) bylaws and purchasing policy, all contracts entered into by TIDA that have a term in excess of ten years or an amount of $1,000,000 or more require Board of Supervisors approval by resolution.

Background

In November 1998, TIDA[1] first selected AMEC Geomatrix Inc. (Geomatrix) to provide various environmental engineering consulting services from an existing Department of Public Works (DPW) "as-needed" consultant list developed through a competitive Request for Proposals (RFP) process. From November 1998 through June 2001, Geomatrix performed services to TIDA, as well as services to other City departments, under the contract with DPW. From June 2001 through March 2003, TIDA directly contracted with Geomatrix for environmental engineering consulting services.

In 2003, TIDA requested that the Navy begin negotiating an early transfer of the former Treasure Island Naval Station, which includes Treasure Island and Yerba Buena Island, to TIDA. According to Ms. Kelly Pretzer, the Treasure Island/Yerba Buena Island Development Project Manager, TIDA awarded a sole source contract to Geomatrix from April 1, 2003 to June 30, 2004, for a not-to-exceed amount of $541,000 to provide technical services related to monitoring the Navy's environmental remediation to prepare for the early transfer. Ms. Pretzer advises that the basis for the sole source contract awarded was because of Geomatrix's knowledge of the Navy's environmental remediation program at the former naval base.[2]

Between June 2004 and June 2011, TIDA approved nine contract amendments, on a sole source basis, extending the term from July 1, 2004 through June 30, 2012 because TIDA required continuity in the program to oversee the Navy's environmental remediation of the former Naval base prior as part of the transfer of the base to the City. The Board of Supervisors previously approved the fourth through ninth amendments. Table 1 below details the original contract and the nine amendments to the contract between TIDA and Geomatrix. The current Ninth Amendment extends the contract term from July 1, 2011 through June 30, 2012.

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[1] On May 2, 1997, the Board of Supervisors authorized the Mayor's Treasure Island Project Office to establish the Treasure Island Development Authority (TIDA), a nonprofit public benefits agency that manages the conversion of the formal Treasure Island Naval Station from the Navy use to civilian use.

[2] As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the naval station to TIDA in an environmental condition to support TIDA's planned civilian use.

Table 1: Original Contract and Nine Amendments to the Contract between TIDA and Geomatrix

Contract	Time Frame	Not-to-Exceed Contract Amount	Increase in Contract Amount
Original	April 1, 2003 - June 30, 2004	$541,000	-
First Amendment	July 1, 2004 - August 31, 2004	$541,000	$0
Second Amendment	September 1, 2004 - June 30, 2005	$719,000	$178,000
Third Amendment	July 1, 2005 - June 30, 2006	$899,000	$180,000
Fourth Amendment	July 1, 2006 - June 30, 2007	$1,079,000	$180,000
Fifth Amendment	July 1, 2007 - June 30, 2008	$1,259,000	$180,000
Sixth Amendment	July 1, 2008 - June 30, 2009	$1,439,000	$180,000
Seventh Amendment	July 1, 2009 - June 30, 2010	$1,619,000	$180,000
Eighth Amendment	July 1, 2010 - June 30, 2011	$1,799,000	$180,000
Ninth Amendment	July 1, 2011 - June 30, 2012	$1,799,000	$0

The total contract term from April 1, 2003 through June 30, 2012 is approximately nine years and three months with a not-to-exceed amount of $1,799,000. The total expenditures to date from April 1, 2003 through May 25, 2012 are $1,763,773, which is $35,227 or 2% less than the current budgeted amount of $1,799,000.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would retroactively approve the Tenth Amendment to the existing contract between TIDA and Geomatrix, to extend the term from July 1, 2012 through June 30, 2013 and to increase the not-to-exceed amount by $238,400 from $1,799,000 to $2,037,400.

According to Ms. Pretzer, TIDA requests to extend the contract by one year through June 30, 2013 because the "Initial Closing," the first substantial transfer of property on Treasure Island and Yerba Buena Island from the Navy to TIDA, has been rescheduled for approximately April 2013 due to delays in the Navy's environmental remediation schedule and activities. Ms. Pretzer notes that TIDA may need Geomatrix's services for approximately two additional months after the Initial Closing to prepare proper documentations to close the escrow on the property conveyance.

As a result of the extended timeline for transferring the former Navy base from the Navy to TIDA, the proposed amended services would authorize Geomatrix to continue (a) to oversee the ongoing Navy environmental remediation (Task A) and (b) to assist TIDA with the property transfer and master developer negotiations with the Navy (Task B). Under the proposed amendment to the existing contract, proposed services performed by Geomatrix under Task A are expected to increase, while services under Task B will remain unchanged.

The proposed environmental engineering services under Task A include:

- 111 federal Base Realignment and Closure Commission (BRAC) meetings, including preparation, attendance, and documentation of the meetings, an increase of 23 meetings from 88 meetings,
- 87 meetings supplemental technical meetings, including preparation, attendance, and documentation of the meetings, an increase of 15 meetings from 72 meetings,

- 292 technical document reviews, an increase of 56 document reviews from 236 document reviews,
- 50 dataset reviews, an increase of 14 dataset reviews from 36 datasets reviews, and
- 4 assessments of the fieldwork with no additional increase in services.

The proposed environmental engineering services under Task B, with no proposed increases in services, include:

- 200 hours of technical support to draft a Request for Qualifications (RFQ) and select an environmental remediation contractor,
- 27 meetings and 26 conference calls of technical support to negotiate with the Navy and regulators about property transfer issues,
- 40 supplemental technical meetings, including preparation, attendance, and documentation of the meetings,
- 16 technical document reviews related to property transfer, and
- 5 presentations to the public and City officials.

According to Ms. Pretzer, TIDA requests to continue to contract with Geomatrix for the Tenth Amendment, on a sole-source basis, because of (a) the importance of maintaining continuity of oversight of the Navy's environmental program, (b) satisfaction with the services provided by the contractor and the relationships Geomatrix has established with the Navy and local, State, and Federal regulatory agencies, and (c) the potential problems associated with the learning curve of a new engineering team. Ms. Pretzer states that TIDA will issue a new RFP for environmental engineering services upon the completion of the first transfer of property on the naval base to TIDA, which is estimated to occur in approximately April 2013.

FISCAL IMPACTS

The not-to-exceed increased amount for the proposed Tenth Amendment of the existing contract is $238,400 or 13.3% more than the existing authorized not-to-exceed contract amount of $1,799,000. According to Ms. Pretzer, the increased not-to-exceed contract amount of $238,400 is based on the latest actual expenditures under the existing contract, which have averaged $19,867 per month.

Ms. Pretzer states that the proposed contract is supported by revenues realized from leasing activities on Treasure Island and Yerba Buena Island. Funds for the proposed Tenth Amendment are included in TIDA's FY 2012-13 budget, subject to final appropriation approval of the Board of Supervisors.

Table 2 below details the current contract budget and the proposed Tenth Amendment budget.

Table 2: Current Contract and Proposed Tenth Amendment Budget

Task	Budget Under Existing Contract	Proposed Budget Under Tenth Amendment	Total Increase in Contract
Tasks A: Monitor the Navy's Environmental Remediation of Treasure Island			
BRAC Closure Team Meetings	$231,600	$262,200	$30,600
Supplemental Technical Meeting	137,700	137,700	0
Technical Documents Review	762,700	934,400	171,700
Data Review	82,000	100,000	18,000
Oversight of Field Work	22,000	22,000	0
Subtotal	1,236,000	1,456,300	220,300
Contingency	112,900	131,000	18,100
Total	$1,348,900	$1,587,300	$238,400
Task B: Assist TIDA with Property Transfer and Master Developer Negotiations			
Technical Assistance	$103,100	$103,100	$0
Supplemental Technical Meetings	122,000	122,000	0
Technical Documents Review	115,000	115,000	0
Presentations to Public and City officials	72,000	72,000	0
Subtotal	412,100	412,100	0
Contingency	38,000	38,000	0
Total	450,100	450,100	0
Total Contract Budget	**$1,799,000**	**$2,037,400**	**$238,400**

RECOMMENDATION

Approve the proposed resolution.

CITY & COUNTY OF SAN FRANCISCO

TREASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2ND FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
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MICHAEL TYMOFF
TREASURE ISLAND PROJECT DIRECTOR

RECEIVED
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BY

June 23, 2012

Ms. Angela Calvillo
Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Dear Ms. Calvillo

The Treasure Island Development Authority ("TIDA") requests that the following piece of legislation be formally introduced at the Board of Supervisors and calendared for hearing and consideration of approval at the Board's earliest convenience:

- Resolution retroactively approving an amendment to the contract between the Treasure Island Development Authority and AMEC Geomatrix, Inc. to extend the term through June 30, 2013 and to increase the not-to-exceed amount to $2,037,400.

Please find enclosed one original and four copies of the materials for each item. Thank you for your attention to this matter. Should your office have any questions, please do not hesitate to contact me at 415-749-2488

Sincerely,

Michael Tymoff
Treasure Island Project Director

Cc: file

CITY & COUNTY OF SAN FRANCISCO

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MICHAEL TYMOFF
TREASURE ISLAND PROJECT DIRECTOR

MEMORANDUM

Subject: Resolution Retroactively Authorizing an Amendment to the Contract with AMEC Geomatrix, Inc. to Extend the Term Through June 30, 2013 and Increase Budget to $2,037,400 for Environmental Consulting Services

Contact: Michael Tymoff, Treasure Island Project Director, 749-2488

BACKGROUND

AMEC Geomatrix, Inc. ("Contractor") was initially selected by the Department of Public Works (DPW) through a public Request for Proposals process as part of a pool of "as needed" consultants to provide environmental review and remediation activities related to former Naval Station Treasure Island. On February 12, 2003, the Authority authorized execution of a contract for a not-to-exceed amount of $541,000 to provide technical services related to monitoring the Navy's environmental remediation activities at Treasure Island. The contract was first amended in June 2004 to extend the term through August 31, 2004. Between 2004 and 2010 the Authority approved Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth contract amendments extending the term through June 30, 2012 and augmenting the budget consistent with additional years of scope to a total not-to-exceed amount of $1,799,000.

At a February 22, 2006 meeting staff requested direction from the Authority Board regarding the need for the environmental engineering services, currently provided by Contractor, going forward. Staff indicated that there were two primary options for contracting for the necessary services: (1) to rely on the prior competitive solicitation in which Contractor was selected and amend the existing contract, understanding that this would require approval of the contract from the Board of Supervisors who are required to approve the Authority contracts of more than $1,000,000; or (2) initiate a re-bid of the contract process by issuing a Request for Proposals and engaging in a new competitive solicitation process. The Authority Board directed staff to continue to contract with Contractor based on the following factors:

- The importance of maintaining continuity of oversight of the Navy's environmental program;
- A high level of satisfaction with the services being provided by Contractor and the established relationships Contractor has with the Navy and local, state and federal regulatory agencies;
- The potential problems associated with the learning curve that would be inherent with bringing a new engineering team up to speed; and,

DDA between the Authority and TICD and it obligations pursuant to the Economic Development Conveyance Memorandum of Agreement (EDC MOA) between the Authority and the Navy.

PROPOSED CONTRACT AMENDMENT

Scope of Services and Budget. The amendment would increase the total not-to-exceed amount of the contract to $2,037,400. The scope of work will continue to consist of two distinct tasks, Task A and Task B, as described above. The Contractor is expected to work almost exclusively on items under Task A services, at approximately $20,000 per month ($238,400 per year). As such, the total budget increase being requested is $238,400, for a total not-to-exceed budget of $2,037,400. The contract will continue to be paid on a time and materials basis.

Term. The term of the amended contract will be extended through June 30, 2013.

Funds. The proposed modification would increase the total not-to-exceed amount to $2,037,400. For this contract, $180,000 as been included in the development planning portion of the Authority's FY 2012-2013 budget. The remainder of the contract costs would be paid from remaining balances in the contract budget.

Board of Supervisors Approval. The Authority contracts in excess of $1,000,000 or 10 years require approval by the San Francisco Board of Supervisors.

RECOMMENDATION

Staff recommends approval of the Tenth Amendment to the contract with Contractor based on the following factors:

1. The modification is consistent with the Authority's desire to continue to monitor the Navy's clean-up program to be consistent with civilian reuse of the property and to support the property transfer and master developer negotiations.
2. Maintaining continuity of this oversight at a key point in the Navy's cleanup process merits amending the existing contract.
3. The contract modification does not change the fundamental scope of services outlined in the original contract.
4. The funds to pay for the modified contract budget are available via sources identified above.

EXHIBITS

A. Tenth Amendment to Contract with AMEC Geomatrix, Inc.

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

TENTH AMENDMENT

THIS TENTH AMENDMENT (this "Amendment") is made as of May 31, 2012, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by
First Amendment dated July 1, 2004,
Second Amendment dated November 10, 2004,
Third Amendment dated July 1, 2005,
Fourth Amendment dated July 1, 2006,
Fifth Amendment dated July 1, 2007,
Sixth Amendment dated July 1, 2008,
Seventh Amendment dated July 1, 2009,
Eighth Amendment dated July 1, 2010,
Ninth Amendment dated June 15, 2011, and
this Tenth Amendment dated May 31, 2012.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) Recitals, is hereby amended to delete the following Recital:

WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under CRL in connection with this Agreement or the reuse and development of the Base.

Recitals, is hereby amended to add the following after the last Recitals:

WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law ("CRL") in Resolution No. 11-12; and that such rescission does not affect Authority's powers, authority, or duties in connection with this Agreement or the reuse and development of the Base.

(b) Section 2, Term of the Agreement, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from March 1, 2003 to June 30, 2013.

(c) Appendix A, Services to be Provided by Contractor, is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's development plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST) which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. The Authority has retained the Contractor to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

The Contractor was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, the Contractor has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides the Contractor with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the Navy's environmental remediation program.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid-2013.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the development activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by Contractor.

The proposed amended scope of services will allow Contractor to continue to oversee the ongoing Navy remediation and assist the Authority with property transfer. The proposed 10th Amendment to the contract will fund Contractor's work through June 30, 2013.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by Contractor. Finally, the Authority occasionally may request that Contractor observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 101 meetings in San Francisco and 10 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 65 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans. Estimate 292 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 50 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Property Transfer and Master Developer Negotiations.

Service performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in its negotiations with the Navy. Contractor's remaining scope of work for Task B consists of the following:

1. Provide technical support to the Authority throughout the property transfer process with the Navy, including peer review of documents and work products prepared by the Navy and their respective

environmental consultants. Within this context, Contractor will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority in strategically evaluating remediation, transfer and insurance issues, and reviewing the following: FOST, FOSET, Covenant Deferral Request, ETCA, Consent Agreement, environmental insurance policies, and associated documents;

2. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

Scope of Work for Task B

Task B.1: Technical support in drafting a RFQ for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Task B.2 Technical support in preparation for and at meetings and negotiations with the Navy and regulators to discuss property transfer issues (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the property transfer, GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(d) Appendix B, Calculation of Charges, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $2,037,400

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 101 meetings in San Francisco and 10 meetings held in San Diego).

Budget: $262,200 (Assumes average cost is $2200 per meeting in San Francisco, $4000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 65 meetings and 22 conference calls.

Budget: $137,700 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans.

Budget: $934,400 (Assumes average of $3200 per document)

Task A.4: Interim data review and preparation of written summary.

Budget: $100,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Budget: $22,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $131,000 (Assumes approximately 9% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $1,587,300

Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Budget: $122,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Budget: $115,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $72,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $38,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $450,100

(e) **Section 5, Compensation**, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Development Project Director (the Director), in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **two million thirty seven thousand four hundred dollars ($2,037,400).** The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 25, 2009 Schedule of Charges)

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for AMEC Geomatrix, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 350
Senior Decision Analyst	210 – 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115

Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individual working on the project are as follows:

Gary Foote	$232.50

Hourly rates for other AMEC Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	$232.50
Tom Delfino (Statistics and Decision Analysis)	232.50

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(e) **Treasure Island Redevelopment Project Director.** All references in the Agreement to "Treasure Island Redevelopment Project Director" are hereby amended to be "Treasure Island Development Project Director."

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY	CONTRACTOR
Michael Tymoff, Treasure Island Project Director On behalf of Treasure Island Development Authority	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. James C. Price, Vice President AMEC Geomatrix, Inc. 2101 Webster Street 12th Floor Oakland, CA 94612 (510) 663-4100 FEIN: 94-2934407 Vendor No: 082
Approved as to form Dennis J. Herrera City Attorney By _____ Alicia Cabrera Deputy City Attorney	

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

FIRST AMENDMENT

THIS FIRST AMENDMENT (this "Amendment") is made as of July 1, 2004, in San Francisco, California, by and between Geomatrix Consultants, Inc. ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority"), acting by and through its Executive Director ("Executive Director").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) Section 2. Section 2, Term of the Agreement, currently reads as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from April 14, 2003 to June 30, 2004.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to August 31, 2004.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Recommended by:

Tony Hall
Executive Director

Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President/CFO
Geomatrix Consultants, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 08211

ORIGINAL

CITY AND COUNTY OF SAN FRANCISCO
TREASURE ISLAND DEVELOPMENT AUTHORITY

FIRST AMENDMENT

THIS AMENDMENT is made first day of July 2002, in the City and County of San Francisco, State of California, by and between Geomatrix Consultants Inc., hereinafter referred to as "Contractor," and the Treasure Island Development Authority, hereinafter referred to as "Authority," acting by and through its Executive Director.

RECITALS

WHEREAS Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

   (a) Agreement. The term "Agreement" shall mean the Agreement dated July 1, 2001 between the Contractor and the Authority.

   (b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

   (a) Section 2. Section 2 of the Agreement currently reads as follows:

   2. Term of the Agreement

   Subject to Section 1, the term of this Agreement shall be from July 1, 2001 to June 30, 2002.

   Such section is hereby amended in its entirety to read as follows:

   2. Term of the Agreement

   Subject to Section 1, the term of this Agreement shall be from July 1, 2001 through June 30, 2003.

(b) Section 16. Section 16 of the Agreement currently reads as follows:

16. Indemnification

Contractor shall indemnify and save harmless Authority and/or City and its officers, agents and employees from, and if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, resulting directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by Authority and/or City or others except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and/or City.

In addition to Contractor's obligation to indemnify Authority and/or City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority and/or City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and/or City and continues at all times thereafter.

Contractor shall indemnify and hold Authority and/or City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority and/or City, or any of its officers of agents, of articles or services to be supplied in the performance of this Agreement.

Such section is hereby amended in its entirety to read as follows:

16. Indemnification

Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Authority and/or City and their officers, employees, and agents from all losses, damages, injuries, liabilities and claims thereof, for injury to or death of a person, including that of any employees of Contractor, or for loss of or damage to property, (hereinafter "Losses") arising from Contractor's own negligence, whether active or passive, or by Contractor's own intentional misconduct, in the performance of services pursuant to this Agreement.

However, Contractor shall not be required to indemnify, defend, or hold harmless Authority and/or City, or any of their officers, employees, or agents from any Losses, either (a) arising from the negligence of Authority and/or City, or that of any of their officers, employees, and agents, or that of any other persons and/or entities, whether active or passive, or from the intentional misconduct of Authority and/or City, or that of any of their officers, employees, and agents, or that of any other persons or entities; or (b) based on or arising out of damages or injuries to persons, except employees of Contractor, or property caused by or arising out of any hazardous and/or toxic substances at the site, where such hazardous and/or toxic substances are neither generated nor brought to the site by Contractor.

Authority shall, to the fullest extent permitted by law, indemnify, defend, or hold harmless Contractor, its affiliates, and their respective directors, officers, employees, agents, and subcontractors from and against all Losses arising from the Authority's own negligence, or that of any of its officers, employees, and agents, whether active or passive, or from the Authority's own intentional misconduct, or that of any of its officers, employees, and agents.

However, Authority shall not be required to indemnify defend, and hold harmless Contractor, its affiliates, and their respective directors, officers, employees, agents, or subcontractors from any Losses caused by Contractor's negligence, or that of any other persons or entities, whether active or passive, or by Contractor's intentional misconduct or that of any other persons or entities.

Contractor shall indemnify and hold harmless Authority and/or City, and their officers, employees, and agents from Losses for any infringement of the patent rights, copyrights, trade secrets or any other proprietary right or trademark, and all other intellectual property claims of any persons in consequence of the use by Authority and/or City, or any of their officers, employees, or agents, of articles or services to be supplied by Contractor in the performance of this Agreement.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Recommended by:

Annemarie Conroy, Executive Director
Treasure Island Development Authority

Approved as to form

Dennis Herrera
City Attorney

By
Deputy City Attorney

Approved:

Director of Purchasing

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the Authority and/or City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price Vice President/CFO
Geomatrix Consultants Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
510/663-4100
FEIN: 94-2934407

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

SECOND AMENDMENT

THIS SECOND AMENDMENT (this "Amendment") is made as of November 10, 2004, in San Francisco, California, by and between Geomatrix Consultants, Inc. ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority"), acting by and through its Executive Director ("Executive Director").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) Section 2, Term of the Agreement, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2005.

(b) Appendix A, Services to be Provided by Contractor, is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST) which would state that the property could be transferred and reused for the intended purposes. One of the

Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the four years, the Authority has retained a consultant, Geomatrix, to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

Geomatrix was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, Geomatrix has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority for the four years provides Geomatrix with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the environmental remediation program.

In early 2003, the Authority formally requested that the Navy commence negotiating an "Early Transfer" to the Authority pursuant to CERCLA. An Early Transfer would involve a "fence–to-fence" transfer of the entire base pursuant to (i) a FOST for all "clean" property and (ii) a Finding of Suitability for Early Transfer (FOSET) for all remaining property. Under CERCLA, a FOSET involves different documentation than a FOST. Other transfer documents will need to be drafted and negotiated. For example, the Authority will need to negotiate a mutually acceptable Environmental Services Cooperative Agreement (ESCA) with the Navy to provide for completion of environmental remediation.

Once the property is transferred, the Authority will conduct the cleanup. The Authority will issue a request for qualifications (RFQ) for a remediation contractor to complete the cleanup under a fixed price contract. In order to negotiate and enter a fixed price contract, the selected contractor will be a participant in the negotiations with the Navy and regulators.

The City requires environmental consulting services to assist in drafting the RFQ for the remediation contractor, evaluate the bids and negotiate a fixed-price remediation contract with the selected contractor (resulting in the selection of CH2M Hill). The environmental consultant will not be eligible to bid as the remediation contractor. Once the remediation contractor is selected, the scope of services of the environmental consultant will substantially decrease, but the consultant would continue to support the City in negotiations with the Navy and regulators and on technical issues.

The early transfer process was expected to take up to 13 months to complete. Over the course of the negotiations during the past year and half, the Navy has changed its approach to considering an Early Transfer at NSTI. Consequently, the schedule for the work and the negotiations has been significantly extended, requiring additional work to what was originally anticipated. This additional work pertains to both:

- CH2M Hill's work assisting the Authority in negotiating an Early Transfer with the Navy, and
- Geomatrix's work assisting the Authority in negotiating a fixed-price remediation contract with CH2M Hill as part of the overall Early Transfer negotiations.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by the consultant to a limited extent.

The scope of work for consulting services to oversee the ongoing Navy remediation and for assistance with early transfer, including retaining a remediation contractor is described below. The proposed contract will fund Geomatrix's work through June 2005.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical

working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by the Authority's consultant. Finally, the Authority occasionally may request that its consultant observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 18 meetings in San Francisco and 2 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 44 meetings and 12 conference calls.

Task A.3: Review of technical documents including reports and work plans Estimate 56 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Early Transfer.

Early transfer will require an additional and separate scope of work. The primary tasks for the environmental consultant include assisting the Authority with the following: drafting a request for qualifications for a guaranteed fixed-price environmental engineering and remediation contractor (GFP Contractor); evaluating bids, selecting a GFP Contractor, and negotiating a guaranteed fixed-price remediation contract with the GFP Contractor. The environmental consultant will provide detailed briefings to the GFP Contractor on the history and current status of environmental investigation and remedial activities at the site to allow the GFP Contractor to prepare as expeditiously as possible a proposed cost estimate and scope of work for the Environmental Services Cooperative Agreement (ESCA) with the Navy. The consultant will also provide technical support to the City throughout the process of negotiating a Guaranteed Fixed-Price Contract (GFP Contract), including the various legal documents necessary to complete an early transfer to the extent the City determines that it needs such support from an independent consultant to assure that the GFP Contractor is acting in the best interest of the City. Such assistance could include assisting the City in strategically evaluating remediation, transfer and insurance issues in an early transfer context; and in reviewing the Environmental Impact Report, FOST, FOSET, Covenant Deferral Request, ESCA, Consent Agreement, environmental insurance policies, and associated documents in relation to the GFP Contract. Such assistance will not include duplication of any services being provided by the GFP Contractor (CH2M Hill) as part of its assistance to the Authority with negotiating an Early Transfer. The consultant will assist the City in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above. Geomatrix will not be eligible to bid on the guaranteed fixed-price environmental engineering and remediation contract.

Scope of Work For Task B

Task B.1: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.2: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to negotiating a fixed price remediation contract, including cost cap insurance with the selected contractor). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) Appendix B, Calculation of Charges, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $719,000

Scope of Work For Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 18 meetings in San Francisco and 2 meetings held in San Diego).

Budget: $35,700 (Assumes average cost is $1650 per meeting in San Francisco, $3000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 44 meetings and 12 conference calls.

Budget: $92,200 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans Estimate 56 documents.

Budget: $140,000 (Assumes average of $2500 per document)

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Budget: $52,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Budget: $15,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $34,000 (Assumes approximately 10% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $368,900

Scope of Work For Task B

Task B.1: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.2: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to negotiating a fixed price remediation contract, including cost cap insurance with the selected contractor). Estimate = 16 meetings and 16 conference calls

Budget: $87,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate 16 documents.

Budget: $80,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $50,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $30,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $350,100

(d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director, in his sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **seven hundred nineteen thousand dollars ($719,000).** The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant to January 24, 2003 Schedule of Charges

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for Geomatrix Consultants, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$200 – 275
Senior Decision Analyst	225 – 300
Decision Analyst	175 – 225
Senior Engineer/Scientist II	150 – 180
Senior Engineer/Scientist I	135 – 145
GIS Programmer/Web Designer II	135
GIS Programmer/Web Designer I	118
Project Engineer/Scientist II	118
Project Engineer/Scientist I	108
Staff Engineer/Scientist II	95
Field Engineer	100
Staff Engineer/Scientist I	88
Senior Technician	80
Field Technician	72
CAD/Graphic Designer	85
Project Assistant	65
Technical Editor	70
Support Staff	48

Specific hourly rates for the primary individuals working on the project are as follows:

Gary Foote	$200
Peggy Peischel	160
Jim McClure	170

Hourly rates for other Geomatrix experts who may work on the project from time-to-time are as follows:

Sarah Goodin, Frank Szerdy	$200
Jim Embree (Toxicologist)	275
Tom Delfino (Engineer)	200
Lester Feldman (Regulatory	225

Affairs)	
Jeff Hicks (Air Specialist)	200

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Recommended by:

Annemarie Conroy, Executive Director
Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President/CFO
Geomatrix Consultants, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 08211

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

THIRD AMENDMENT

THIS THIRD AMENDMENT (this "Amendment") is made as of July 1, 2005, in San Francisco, California, by and between Geomatrix Consultants, Inc. ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority"), acting by and through its Executive Director ("Executive Director").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004 and a Second Amendment dated November 10, 2004.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30,2006.

(b) **Appendix A, Services to be Provided by Contractor,** is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. **Description of Services for Environmental Consulting.**

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state

requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST) which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the four years, the Authority has retained a consultant, Geomatrix, to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

Geomatrix was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, Geomatrix has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority for the four years provides Geomatrix with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the environmental remediation program.

In early 2003, the Authority formally requested that the Navy commence negotiating an "Early Transfer" to the Authority pursuant to CERCLA. An Early Transfer would involve a "fence-to-fence" transfer of the entire base pursuant to (i) a FOST for all "clean" property and (ii) a Finding of Suitability for Early Transfer (FOSET) for all remaining property. Under CERCLA, a FOSET involves different documentation than a FOST. Other transfer documents will need to be drafted and negotiated. For example, the Authority will need to negotiate a mutually acceptable Environmental Services Cooperative Agreement (ESCA) with the Navy to provide for completion of environmental remediation.

Once the property is transferred, the Authority will conduct the cleanup. The Authority will issue a request for qualifications (RFQ) for a remediation contractor to complete the cleanup under a fixed price contract. In order to negotiate and enter a fixed price contract, the selected contractor will be a participant in the negotiations with the Navy and regulators.

The City requires environmental consulting services to assist in drafting the RFQ for the remediation contractor, evaluate the bids and negotiate a fixed-price remediation contract with the selected contractor (resulting in the selection of CH2M Hill). The environmental consultant will not be eligible to bid as the remediation contractor. Once the remediation contractor is selected, the scope of services of the environmental consultant will substantially decrease, but the consultant would continue to support the City in negotiations with the Navy and regulators and on technical issues.

The early transfer process was expected to take up to 13 months to complete. Over the course of the negotiations during the past year and half, the Navy has changed its approach to considering an Early Transfer at NSTI. Consequently, the schedule for the work and the negotiations has been significantly extended, requiring additional work to what was originally anticipated. This additional work pertains to both:

- CH2M Hill's work assisting the Authority in negotiating an Early Transfer with the Navy, and
- Geomatrix's work assisting the Authority in negotiating a fixed-price remediation contract with CH2M Hill as part of the overall Early Transfer negotiations.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by the consultant to a limited extent.

The scope of work for consulting services to oversee the ongoing Navy remediation and for assistance with early transfer, including retaining a remediation contractor is described below. The proposed contract will fund Geomatrix's work through June2006.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by the Authority's consultant. Finally, the Authority occasionally may request that its consultant observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 30 meetings in San Francisco and 2 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans Estimate 86 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Early Transfer.

Early transfer will require an additional and separate scope of work. The primary tasks for the environmental consultant include assisting the Authority with the following: drafting a request for qualifications for a guaranteed fixed-price environmental engineering and remediation contractor (GFP Contractor); evaluating bids, selecting a GFP Contractor, and negotiating a guaranteed fixed-price remediation contract with the GFP Contractor. The environmental consultant will provide detailed briefings to the GFP Contractor on the history and current status of environmental investigation and remedial activities at the site to allow the GFP Contractor to prepare as expeditiously as possible a proposed cost estimate and scope of work for the Environmental Services Cooperative Agreement (ESCA) with the Navy. The consultant will also provide technical support to the City throughout the process of negotiating a Guaranteed Fixed-Price Contract (GFP Contract), including the various legal documents necessary to complete an early transfer to the extent the City determines that it needs such support from an independent consultant to assure that the GFP Contractor is acting in the best interest of the City. Such assistance could include assisting the City in strategically evaluating remediation, transfer and insurance issues in an early transfer context; and in reviewing the Environmental Impact Report, FOST, FOSET, Covenant Deferral Request, ESCA, Consent Agreement, environmental insurance policies, and associated documents in relation to the GFP Contract. Such assistance will not include duplication of any services being provided by the GFP Contractor (CH2M Hill) as part of its assistance to the Authority with negotiating an Early Transfer. The consultant will assist the City in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above. Geomatrix will not be eligible to bid on the guaranteed fixed-price environmental engineering and remediation contract.

Scope of Work For Task B

Task B.1: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.2: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to negotiating a fixed price remediation contract, including cost cap insurance with the selected contractor). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) **Appendix B, Calculation of Charges**, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $899,000

Scope of Work For Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 30 meetings in San Francisco and 2 meetings held in San Diego).

Budget: $55,500(Assumes average cost is $1650 per meeting in San Francisco, $3000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Budget: $107,700 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans Estimate 86 documents.

Budget: $275,200(Assumes average of $3200 per document)

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Budget: $52,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Budget: $15,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $43,500(Assumes approximately 10% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $548,900

Scope of Work For Task B

Task B.1: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.2: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to negotiating a fixed price remediation contract, including cost cap insurance with the selected contractor). Estimate = 16 meetings and 16 conference calls

Budget: $87,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate 16 documents.

Budget: $80,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $50,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $30,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $350,100

(d) **Section 5, Compensation,** is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Executive Director, in his sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **eight hundred ninety nine thousand dollars ($899,000).** The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 28, 2005 Schedule of Charges

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for Geomatrix Consultants, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 275
Senior Decision Analyst	175 – 250
Senior Engineer/Scientist II	165 – 180
Senior Engineer/Scientist I	150
GIS Programmer/Web Designer II	120
Project Engineer/Scientist II	120
Project Engineer/Scientist I	112
Staff Engineer/Scientist II	98
Field Engineer	105
Staff Engineer/Scientist I	90
Senior Technician	80
Field Technician	75
CAD/Graphic Designer	85
Project Assistant	65
Technical Editor	85
Support Staff	55

Specific hourly rates for the primary individuals working on the project are as follows:

Gary Foote	$225

Jim McClure	175

Hourly rates for other Geomatrix experts who may work on the project from time-to-time are as follows:

Sarah Goodin, Frank Szerdy	$225
Jim Embree (Toxicologist)	275
Tom Delfino (Engineer)	225
Lester Feldman (Regulatory Affairs)	225

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Recommended by:

Tony Hall, Executive Director
Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President/CFO
Geomatrix Consultants, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 08211

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

FOURTH AMENDMENT

THIS FOURTH AMENDMENT (this "Amendment") is made as of July 1, 2006, in San Francisco, California, by and between Geomatrix Consultants, Inc. ("Contractor"), and the Treasure Island Development Authority, a municipal corporation ("Authority"), acting by and through its Executive Director ("Executive Director").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, and a Third Amendment dated July 1, 2005.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2007.

(b) **Appendix A, Services to be Provided by Contractor,** is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. **Description of Services for Environmental Consulting.**

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's

redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST) which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the five years, the Authority has retained a consultant, Geomatrix, to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

Geomatrix was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, Geomatrix has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority for the four years provides Geomatrix with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the environmental remediation program.

In early 2003, the Authority formally requested that the Navy commence negotiating an "Early Transfer" to the Authority pursuant to CERCLA. An Early Transfer would involve a "fence-to-fence" transfer of the entire base pursuant to (i) a FOST for all "clean" property and (ii) a Finding of Suitability for Early Transfer (FOSET) for all remaining property. Under CERCLA, a FOSET involves different documentation than a FOST. Other transfer documents will need to be drafted and negotiated. For example, the Authority will need to negotiate a mutually acceptable Environmental Services Cooperative Agreement (ESCA) with the Navy to provide for completion of environmental remediation.

Once the property is transferred, the Authority will conduct the cleanup. The Authority will issue a request for qualifications (RFQ) for a remediation contractor to complete the cleanup under a fixed price contract. In order to negotiate and enter a fixed price contract, the selected contractor will be a participant in the negotiations with the Navy and regulators.

The City requires environmental consulting services to assist in drafting the RFQ for the remediation contractor, evaluate the bids and negotiate a fixed-price remediation contract with the selected contractor (resulting in the selection of CH2M Hill). The environmental consultant will not be eligible to bid as the remediation contractor. Once the remediation contractor is selected, the scope of services of the environmental consultant will substantially decrease, but the consultant would continue to support the City in negotiations with the Navy and regulators and on technical issues.

The early transfer process was expected to take up to 13 months to complete. Over the course of the negotiations during the past year and half, the Navy has changed its approach to considering an Early Transfer at NSTI. Consequently, the schedule for the work and the negotiations has been significantly extended, requiring additional work to what was originally anticipated. This additional work pertains to both:

- CH2M Hill's work assisting the Authority in negotiating an Early Transfer with the Navy, and
- Geomatrix's work assisting the Authority in negotiating a fixed-price remediation contract with CH2M Hill as part of the overall Early Transfer negotiations.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by the consultant to a limited extent.

The scope of work for consulting services to oversee the ongoing Navy remediation and for assistance with early transfer, including retaining a remediation contractor is described below. The proposed contract will fund Geomatrix's work through June 2007.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by the Authority's consultant. Finally, the Authority occasionally may request that its consultant observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 45 meetings in San Francisco and 6 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans Estimate 125 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Early Transfer.

Early transfer will require an additional and separate scope of work. The primary tasks for the environmental consultant include assisting the Authority with the following: drafting a request for qualifications for a guaranteed fixed-price environmental engineering and remediation contractor (GFP Contractor); evaluating bids, selecting a GFP Contractor, and negotiating a guaranteed fixed-price remediation contract with the GFP Contractor. The environmental consultant will provide detailed briefings to the GFP Contractor on the history and current status of environmental investigation and remedial activities at the site to allow the GFP Contractor to prepare as expeditiously as possible a proposed cost estimate and scope of work for the Environmental Services Cooperative Agreement (ESCA) with the Navy. The consultant will also provide technical support to the City throughout the process of negotiating a Guaranteed Fixed-Price Contract (GFP Contract), including the various legal documents necessary to complete an early transfer to the extent the City determines that it needs such support from an independent consultant to assure that the GFP Contractor is acting in the best interest of the City. Such assistance could include assisting the City in strategically evaluating remediation, transfer and insurance issues in an early transfer context; and in reviewing the Environmental Impact Report, FOST, FOSET, Covenant Deferral Request, ESCA, Consent Agreement, environmental insurance policies, and associated documents in relation to the GFP Contract. Such assistance will not include duplication of any services being provided by the GFP Contractor (CH2M Hill) as part of its assistance to the Authority with negotiating an Early Transfer. The consultant will assist the City in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above. Geomatrix will not be eligible to bid on the guaranteed fixed-price environmental engineering and remediation contract.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 27, 2006 Schedule of Charges

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for Geomatrix Consultants, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 350
Senior Decision Analyst	200 – 250
Senior Engineer/Scientist II	175 - 200
Senior Engineer/Scientist I	165
GIS Programmer/Web Designer II	130
Project Engineer/Scientist II	125
Project Engineer/Scientist I	115
Staff Engineer/Scientist II	105
Field Engineer	110
Staff Engineer/Scientist I	95
Senior Technician	82
Field Technician	77
CAD/Graphic Designer	85
Project Assistant	68
Technical Editor	85
Support Staff	60

Specific hourly rates for the primary individuals working on the project are as follows:

Gary Foote	$250
Jim McClure	$200

Hourly rates for other Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	$250
Jim Embree (Toxicologist)	325
Tom Delfino (Statistics and Decision Analysis)	250
Lester Feldman (Regulatory Affairs)	300

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Recommended by:

[illegible]

~~[illegible] Sakai, Deputy Executive Director,~~
~~San Francisco Redevelopment Agency~~
On behalf of Treasure Island Development Authority Director of Island Operation

Approved as to form

Dennis J. Herrera
City Attorney

By [illegible]
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

[illegible]

James C. Price, Vice President/CFO
Geomatrix Consultants, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 08211

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

FIFTH AMENDMENT

THIS FIFTH AMENDMENT (this "Amendment") is made as of July 1, 2007, in San Francisco, California, by and between Geomatrix Consultants, Inc. ("Contractor"), and the Treasure Island Development Authority, a California public benefit municipal corporation ("Authority"), acting by and through its Director of Island Operations.

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005 and a Fourth Amendment dated July 1, 2006.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Section 2, Term of the Agreement**, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2008.

(b) **Appendix A, Services to be Provided by Contractor,** is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST)

which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the five years, the Authority has retained a consultant, Geomatrix, to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

Geomatrix was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, Geomatrix has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority for the four years provides Geomatrix with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the environmental remediation program.

In early 2003, the Authority formally requested that the Navy commence negotiating an "Early Transfer" to the Authority pursuant to CERCLA. An Early Transfer would involve a "fence–to-fence" transfer of the entire base pursuant to (i) a FOST for all "clean" property and (ii) a Finding of Suitability for Early Transfer (FOSET) for all remaining property. Under CERCLA, a FOSET involves different documentation than a FOST. Other transfer documents will need to be drafted and negotiated. For example, the Authority will need to negotiate a mutually acceptable Environmental Services Cooperative Agreement (ESCA) with the Navy to provide for completion of environmental remediation.

Once the property is transferred, the Authority will conduct the cleanup. The Authority will issue a request for qualifications (RFQ) for a remediation contractor to complete the cleanup under a fixed price contract. In order to negotiate and enter a fixed price contract, the selected contractor will be a participant in the negotiations with the Navy and regulators.

The City requires environmental consulting services to assist in drafting the RFQ for the remediation contractor, evaluate the bids and negotiate a fixed-price remediation contract with the selected contractor (resulting in the selection of CH2M Hill). The environmental consultant will not be eligible to bid as the remediation contractor. Once the remediation contractor is selected, the scope of services of the environmental consultant will substantially decrease, but the consultant would continue to support the City in negotiations with the Navy and regulators and on technical issues.

The early transfer process was expected to take up to 13 months to complete. Over the course of the negotiations during the past year and half, the Navy has changed its approach to considering an Early Transfer at NSTI. Consequently, the schedule for the work and the negotiations has been significantly extended, requiring additional work to what was originally anticipated. This additional work pertains to both:

- CH2M Hill's work assisting the Authority in negotiating an Early Transfer with the Navy, and
- Geomatrix's work assisting the Authority in negotiating a fixed-price remediation contract with CH2M Hill as part of the overall Early Transfer negotiations.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by the consultant to a limited extent.

The scope of work for consulting services to oversee the ongoing Navy remediation and for assistance with early transfer, including retaining a remediation contractor is described below. The proposed contract will fund Geomatrix's work through June 2008.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by the Authority's consultant. Finally, the Authority occasionally may request that its consultant observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 56 meetings in San Francisco and 7 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans Estimate 170 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Early Transfer.

Early transfer will require an additional and separate scope of work. The primary tasks for the environmental consultant include assisting the Authority with the following: drafting a request for qualifications for a guaranteed fixed-price environmental engineering and remediation contractor (GFP Contractor); evaluating bids, selecting a GFP Contractor, and negotiating a guaranteed fixed-price remediation contract with the GFP Contractor. The environmental consultant will provide detailed briefings to the GFP Contractor on the history and current status of environmental investigation and remedial activities at the site to allow the GFP Contractor to prepare as expeditiously as possible a proposed cost estimate and scope of work for the Environmental Services Cooperative Agreement (ESCA) with the Navy. The consultant will also provide technical support to the City throughout the process of negotiating a Guaranteed Fixed-Price Contract (GFP Contract), including the various legal documents necessary to complete an early transfer to the extent the City determines that it needs such support from an independent consultant to assure that the GFP Contractor is acting in the best interest of the City. Such assistance could include assisting the City in strategically evaluating remediation, transfer and insurance issues in an early transfer context; and in reviewing the Environmental Impact Report, FOST, FOSET, Covenant Deferral Request, ESCA, Consent Agreement, environmental insurance policies, and associated documents in relation to the GFP Contract. Such assistance will not include duplication of any services being provided by the GFP Contractor (CH2M Hill) as part of its assistance to the Authority with negotiating an Early Transfer. The consultant will assist the City in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above. Geomatrix will not be eligible to bid on the guaranteed fixed-price environmental engineering and remediation contract.

Scope of Work For Task B

Task B.1: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.2: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to negotiating a fixed price remediation contract, including cost cap insurance with the selected contractor). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) **Appendix B, Calculation of Charges**, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $1,259,000

Scope of Work For Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 56 meetings in San Francisco and 7 meetings held in San Diego).

Budget: $113,400 (Assumes average cost is $1650 per meeting in San Francisco, $3000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Budget: $107,700 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans Estimate 170 documents.

Budget: $544,000 (Assumes average of $3200 per document)

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Budget: $52,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 3 assessments of fieldwork.

Budget: $15,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $76,800 (Assumes approximately 9% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $908,900

Scope of Work For Task B

Task B.1: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.2: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to negotiating a fixed price remediation contract, including cost cap insurance with the selected contractor). Estimate = 16 meetings and 16 conference calls

Budget: $87,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate 16 documents.

Budget: $80,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $50,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $30,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $350,100

(d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **one million two hundred fifty-nine thousand dollars ($1,259,000)**. The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by [insert name of department] as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 26, 2007 Schedule of Charges

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for Geomatrix Consultants, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 350
Senior Decision Analyst	200 – 300
Senior Engineer/Scientist II	180 - 200
Senior Engineer/Scientist I	170
GIS Programmer/Web Designer II	135
Project Engineer/Scientist II	130
Project Engineer/Scientist I	120
Staff Engineer/Scientist II	110
Field Engineer	112
Staff Engineer/Scientist I	100
Senior Technician	85
Field Technician	80
CAD/Graphic Designer	90
Project Assistant	70
Technical Editor	85
Support Staff	62

Specific hourly rates for the primary individuals working on the project are as follows:

Gary Foote	$250
Jim McClure	$200

Hourly rates for other Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	$250
Jim Embree (Toxicologist)	325
Tom Delfino (Statistics and Decision Analysis)	250
Lester Feldman (Regulatory Affairs)	300

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(e) **Executive Director.** All references in the Agreement to "Executive Director" are hereby amended to be "Director of Island Operations."

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Mirian Saez, Director of Island Operations
On behalf of Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President/CFO
Geomatrix Consultants, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 082

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

SIXTH AMENDMENT

THIS SIXTH AMENDMENT (this "Amendment") is made as of July 1, 2008, in San Francisco, California, by and between Geomatrix Consultants, Inc. ("Contractor"), and the Treasure Island Development Authority, a California public benefit municipal corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, and a Fifth Amendment dated July 1, 2007.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) Section 2, Term of the Agreement, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2009.

(b) Appendix A, Services to be Provided by Contractor, is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST)

which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the past five years, the Authority has retained a consultant, Geomatrix, to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

Geomatrix was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, Geomatrix has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides Geomatrix with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the environmental remediation program.

In early 2003, the Authority formally requested that the Navy commence negotiating an "Early Transfer" to the Authority pursuant to CERCLA. An Early Transfer would involve a "fence–to-fence" transfer of the entire base pursuant to (i) a FOST for all "clean" property and (ii) a Finding of Suitability for Early Transfer (FOSET) for all remaining property. Under CERCLA, a FOSET involves different documentation than a FOST. Other transfer documents will need to be drafted and negotiated. For example, the Authority will need to negotiate a mutually acceptable Environmental Services Cooperative Agreement (ESCA) with the Navy to provide for completion of environmental remediation.

Once the property is transferred, the Authority will conduct the cleanup. The Authority will issue a request for qualifications (RFQ) for a remediation contractor to complete the cleanup under a fixed price contract. In order to negotiate and enter a fixed price contract, the selected contractor will be a participant in the negotiations with the Navy and regulators.

The City requires environmental consulting services to assist in drafting the RFQ for the remediation contractor, evaluate the bids and negotiate a fixed-price remediation contract with the selected contractor (resulting in the selection of CH2M Hill). The environmental consultant will not be eligible to bid as the remediation contractor. Once the remediation contractor is selected, the scope of services of the environmental consultant will substantially decrease, but the consultant would continue to support the City in negotiations with the Navy and regulators and on technical issues.

- The early transfer process was expected to take up to 13 months to complete. Over the course of the negotiations, the Navy has changed its approach to considering an Early Transfer at NSTI. Consequently, the schedule for the work and the negotiations has been significantly extended, requiring additional work to what was originally anticipated. This additional work pertains to Geomatrix's work assisting the Authority in assuring that any environmental remediation contracts as part of the overall Early Transfer negotiations fully protect the Authority.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by the consultant to a limited extent.

The scope of work for consulting services to oversee the ongoing Navy remediation and for assistance with early transfer, including retaining a remediation contractor is described below. The proposed 6th Amendment to the contract will fund Geomatrix's work through June 2009.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by the Authority's consultant. Finally, the Authority occasionally may request that its consultant observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 67 meetings in San Francisco and 8 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans. Estimate 205 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Early Transfer.

Early transfer will require an additional and separate scope of work. Initially, TIDA intended to enter directly into the GFP contract with the selected contractor. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under a guaranteed fixed price contract. On June 13, 2007, TIDA terminated the contract with CH2M Hill with the expectation that TICD will hire an environmental engineering firm to assist in the negotiations with the Navy. Geomatrix will play the same role as previously envisioned by peer reviewing Early Transfer and remediation contract agreements, and representing the interests of the City and the Authority. Geomatrix's scope of work will not include duplication of any services being provided by the TICD selected GFP Contractor. Geomatrix's remaining scope of work for this task consists of the following:

1. Providing technical support to the Authority throughout the process of TICD negotiating a GFP contract;
2. Peer reviewing technical documents and work products prepared by the selected TICD contractor, including the various legal documents necessary to complete an Early Transfer, to the extent the City determines that it needs such support from an independent consultant to assure that any remediation contracts protect the interests of the City and the Authority. Such assistance could include assisting the City in strategically evaluating remediation, transfer and insurance issues in an early transfer context; and in reviewing the Environmental Impact Report, FOST, FOSET, Covenant Deferral Request, ESCA, Consent Agreement, environmental insurance policies, and associated documents in relation to the GFP Contract; and

3. Assisting the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process and attending technical and strategy meetings regarding the above.

Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Task B.2 Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) Appendix B, Calculation of Charges, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $1,439,000

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 67 meetings in San Francisco and 8 meetings held in San Diego).

Budget: $158,000 (Assumes average cost is $2000 per meeting in San Francisco, $3000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Budget: $107,700 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans. Estimate = 205 documents.

Budget: $656,000 (Assumes average of $3200 per document)

Task A.4: Interim data review and preparation of written summary. Estimate = 26 data sets.

Budget: $52,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Budget: $20,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $95,200 (Assumes approximately 9% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $1,088,900

Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Budget: $87,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Budget: $80,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $50,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $30,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $350,100

(d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Joint Development, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **one million four hundred thirty-nine thousand**

dollars ($1,439,000). The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director of Joint Development as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 25, 2008 Schedule of Charges)

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for Geomatrix Consultants, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 350
Senior Decision Analyst	210 – 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115
Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individuals working on the project are as follows:

Gary Foote	$250
Jim McClure	$210

Hourly rates for other Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	$250
Jim Embree (Toxicologist)	325
Tom Delfino (Statistics and Decision Analysis)	250
Lester Feldman (Regulatory Affairs)	300

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(e) **Executive Director.** All references in the Agreement to "Executive Director" are hereby amended to be "Director of Joint Development."

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Jack Sylvan, Director of Joint Development
On behalf of Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing ~~business in Northern Ireland to move~~ towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President ~~/CFO~~
Geomatrix Consultants, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 082

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

SEVENTH AMENDMENT

THIS SEVENTH AMENDMENT (this "Amendment") is made as of July 1, 2009, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California public benefit municipal corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated July 1, 2007 and a Sixth Amendment dated July 1, 2008.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) Section 2, Term of the Agreement, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2010.

(b) Appendix A, Services to be Provided by Contractor, is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST)

which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the past six years, the Authority has retained the Contractor to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

The Contractor was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, the Contractor has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides the Contractor with a unique ability to provide the required services without duplicating previous expenditures.

~~For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels~~ (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the Navy's environmental remediation program.

In early 2003, the Authority formally requested that the Navy commence negotiating an "Early Transfer" to the Authority pursuant to CERCLA. An Early Transfer would involve a "fence–to-fence" transfer of the entire base pursuant to (i) a FOST for all "clean" property and (ii) a Finding of Suitability for Early Transfer (FOSET) for all remaining property. Under CERCLA, a FOSET involves different documentation than a FOST. Other transfer documents will need to be drafted and negotiated. For example, the Authority will need to negotiate a mutually acceptable Early Transfer Cooperative Agreement (ETCA) with the Navy to provide for completion of environmental remediation.

Initially, TIDA intended to enter directly into a Guaranteed Fixed Price contract (GFP contract) with a competitively selected contractor to provide for completion of the Navy's environmental remediation obligations, and to provide for additional cleanup to allow for the land uses anticipated underlying the redevelopment plans. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under a GFP contract. On June 13, 2007, TIDA terminated the contract with CH2M Hill with the expectation that TICD will hire an environmental engineering firm to assist in the negotiations with the Navy and regulatory agencies, and to provide for the completion of the environmental remediation. Contractor will play the same role as previously envisioned by peer reviewing Early Transfer and remediation contract agreements, and representing the interests of the Authority in negotiations with the Navy, regulatory agencies and TICD on technical issues and others related to the GFP contractor's scope of work.

The early transfer process was expected to take up to 13 months to complete. Over the course of the negotiations, the Navy has changed its approach to considering an Early Transfer at NSTI. Consequently, the schedule for the work and the negotiations has been significantly extended, requiring additional work to what was originally anticipated. This additional work pertains to Contractor's work assisting the Authority in assuring that any environmental remediation contracts as part of the overall Early Transfer negotiations fully protect the Authority.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by Contractor.

The scope of work for consulting services to oversee the ongoing Navy remediation and for assistance with Early Transfer, including services related to TICD retaining a remediation contractor as described below. The proposed 7th Amendment to the contract will fund Contractor's work through June 30, 2010.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by Contractor Finally, the Authority occasionally may request that Contractor observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans. Estimate 236 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 36 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Early Transfer.

Early Transfer will require an additional and separate scope of work. Initially, TIDA intended to enter directly into the GFP contract with the selected contractor. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under a GFP contract. On June 13, 2007, TIDA terminated the contract with CH2M Hill with the expectation that TICD will hire an environmental engineering firm to assist in the negotiations with the Navy. Contractor will play the same role as previously envisioned by peer reviewing Early Transfer and remediation contract agreements, and representing the interests of the City and the Authority. Contractor's scope of work will not include duplication of any services being provided by the TICD selected GFP Contractor. Contractor's remaining scope of work for this task consists of the following:

1. Providing technical support to the Authority throughout the process of TICD negotiating a GFP contract;
2. Peer reviewing technical documents and work products prepared by the selected TICD contractor; including the various legal documents necessary to complete an Early Transfer, to the extent the City determines that it needs such support from an independent consultant to assure that any remediation contracts protect the interests of the City and the Authority. Such assistance could include assisting the Authority in strategically evaluating remediation, transfer and insurance issues in an early transfer context; and in reviewing the Environmental Impact Report, FOST, FOSET, Covenant Deferral Request, ETCA, Consent Agreement, environmental insurance policies, and associated documents in relation to the GFP Contract; and
3. Assisting the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process and attending technical and strategy meetings regarding the above.

Scope of Work for Task B

Task B.1: Technical support in drafting a RFQ for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Task B.2 Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) Appendix B, Calculation of Charges, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $1,619,000

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings held in San Diego).

Budget: $207,600 (Assumes average cost is $2200 per meeting in San Francisco, $4000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Budget: $107,700 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans. Estimate = 236 documents.

Budget: $755,200 (Assumes average of $3200 per document)

Task A.4: Interim data review and preparation of written summary. Estimate = 36 data sets.

Budget: $72,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Budget: $20,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $106,400 (Assumes approximately 9% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $1,268,900

Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Budget: $87,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Budget: $80,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $50,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $30,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $350,100

(d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director (the Director), in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **one million six hundred nineteen thousand dollars ($1,619,000).** The breakdown of costs associated with this

Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 25, 2009 Schedule of Charges)

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for AMEC Geomatrix, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 350
Senior Decision Analyst	210 – 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115
Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individual working on the project are as follows:

Gary Foote	$232.50

Hourly rates for other AMEC Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	$232.50
Tom Delfino (Statistics and Decision Analysis)	232.50

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(e) **Executive Director.** All references in the Agreement to "Executive Director" are hereby amended to be "Treasure Island Redevelopment Project Director."

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Jack Sylvan, Treasure Island Redevelopment Project Director
On behalf of Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President
AMEC Geomatrix, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 082

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

EIGHTH AMENDMENT

THIS EIGHTH AMENDMENT (this "Amendment") is made as of July 1, 2010, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California public benefit municipal corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) Agreement. The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated July 1, 2007, a Sixth Amendment dated July 1, 2008 and a Seventh Amendment dated July 1, 2009.

(b) Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) Section 2, Term of the Agreement, is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2011.

(b) Appendix A, Services to be Provided by Contractor, is hereby amended to read as follows:

Appendix A
Services to be Provided by Contractor

1. Description of Services for Environmental Consulting.

The City and County of San Francisco (City) established the Treasure Island Development Authority (Authority) to manage the conversion of former Naval Station Treasure Island from Navy use to civilian use. As part of its transfer responsibilities, and pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Navy has been undertaking an environmental remediation program to meet federal and state requirements for transferring the base to the Authority in an environmental condition to support the Authority's redevelopment plans. The ultimate goal of the Navy's work is to issue a Finding of Suitability to Transfer (FOST)

which would state that the property could be transferred and reused for the intended purposes. One of the Authority's primary responsibilities is to closely monitor the Navy's environmental remediation activities to assess whether the Navy achieves the appropriate clean-up levels for planned civilian use. For the past six years, the Authority has retained the Contractor to provide independent analyses of the thoroughness and defensibility of the environmental work conducted by the Navy, and to assess the compatibility of the Navy's proposed remediation activities with the Authority's redevelopment plans.

The Contractor was initially selected by the Department of Public Works (DPW) as an "as needed" consultant for environmental review and remediation activities through a public Request for Proposals process and performed services under contract with DPW from November 1998 through June 2001. Since June 2001, the Contractor has been under a direct contract with the Authority. The firm's knowledge of the Navy's environmental remediation program for TI gained through its work for the Authority provides the Contractor with a unique ability to provide the required services without duplicating previous expenditures.

For the environmental remediation program, Treasure Island and Yerba Buena Island were divided into 144 parcels (118 on TI and 26 on YBI) which were then classified by environmental condition to enable the Navy and the Authority to identify properties that are suitable for transfer. A Restoration Advisory Board (RAB) was established to provide public review, input and comment on all aspects of the Navy's environmental remediation program.

Since 2003, the Authority has been in on-going discussions with the Navy in pursuit of property transfer for former NSTI. Initially, the Authority intended to enter directly into a Guaranteed Fixed Price contract (GFP) to perform environmental remediation services associated with an Early Transfer agreement. The first step in this process was the issuance of a request for qualifications (RFQ) and selection of an environmental engineering and remediation contractor (CH2M Hill) to complete the cleanup under the GFP. On June 13, 2007, the Authority terminated the contract with CH2M Hill with the expectation that TICD would hire an environmental engineering firm to perform environmental remediation services associated with an Early Transfer agreement.

Under an Early Transfer, the Navy would not have fully completed the remediation of the property as required by the regulatory agencies, and the Authority would have been required to complete the required remaining environmental response or corrective actions as required by Federal and State regulators. As described above, it was anticipated TICD would perform this work on the Authority's behalf as part of its obligations under the final DDA.

Under the transfer terms agreed to in December 2009, the Authority and the Navy agreed that the Navy would satisfy all applicable statutory and regulatory requirements for its remaining remediation responsibilities for the property, and prepare a Finding of Suitability to Transfer (FOST) applicable to each transfer parcel. The FOST(s) will state the property is suitable for transfer and will further contain a description of any long-term remedies (including land use controls) and responsibilities for any applicable long term monitoring, maintenance and/or reporting. The Navy has already issued a FOST for a large portion (approximately 170 acres) of the property and has stated they intend to issue a new FOST for an additional approximately 50 acres of dry lands on Treasure Island and approximately 500 acres of submerged lands by mid- 2011.

The Authority and the Navy contemplate that the transfer of the property will ultimately take place in several large phases. At least two, and possibly more, phased transfers are likely to occur. The Authority and the Navy are cooperatively working towards aligning the Navy's schedule for their remaining cleanup responsibilities with the anticipated phasing of the redevelopment activities, so that FOST parcels can be transferred when needed to commence infrastructure and land improvements.

In the interim, the Navy has and will continue its current remediation program, and the Authority will continue to require the existing scope of services by Contractor.

The proposed amended scope of services will allow Contractor to continue to oversee the ongoing Navy remediation and assist the Authority with property transfer and master developer negotiations. The proposed 8th Amendment to the contract will fund Contractor's work through June 30, 2011.

A. Description of Services for Oversight of Navy Remediation.

Monthly technical meetings are held to review the status of on-going tasks and identify outstanding issues. The Navy and its consultants, the Authority and its consultants, regulators, and RAB members participate in these meetings. Additional meetings are scheduled to address significant issues identified at the monthly meeting. These technical working meetings clarify details of a specific field program or technical evaluation approach. Other supplemental meetings may be associated with assisting the Authority with risk communication, including technical presentations to Authority management, regulators, and tenants. In addition, the Navy prepares work plans and reports to document its approach, confirm agreements between interested parties, and comply with regulatory requirements, which also are reviewed by Contractor Finally, the Authority occasionally may request that Contractor observe the Navy's field work or collect field samples to verify the adequacy of the Navy's work, or to fill a data gap critical to the Authority's needs that is not addressed by the Navy.

The process for completing environmental investigations at NSTI is fairly well defined; however, regulators commonly identify the need for previously unplanned activities (additional investigations, reports and meetings) as new field data are collected and analyzed. Additional work plans and reports are then prepared that, in turn, require additional review and additional meetings to address technical issues.

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings in San Diego.

Task A.2: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Task A.3: Review of technical documents including reports and work plans. Estimate 236 documents.

Task A.4: Interim data review and preparation of written summary. Estimate = 36 data sets.

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

B. Description of Services for Assistance with Property Transfer and Master Developer Negotiations.

Service performed by Contractor under Task B will be similar to those previously envisioned, and will include peer review of property transfer documents, remediation contract agreements, and representing the interests of the Authority in both its negotiations with the Navy and TICD. Contractor's remaining scope of work for Task B consists of the following:

1. Provide technical support to the Authority throughout the property transfer process with the Navy, and DDA negotiations with TICD, including peer review of documents and work products prepared by the Navy, TICD and their respective environmental consultants. Within this context, Contractor will review technical documents related to the transfer documents, FOST and supporting environmental documents, including any associated legal and regulatory documents necessary to complete property transfer. Such assistance could include assisting the Authority in strategically evaluating remediation, transfer and insurance issues, and reviewing the following: FOST, FOSET, Covenant Deferral Request, ETCA, Consent Agreement, environmental insurance policies, and associated documents in relation to any GFP Contract between TICD and selected contractor;
2. Assist the Authority in preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process; and attending technical and strategy meetings regarding the above.

Scope of Work for Task B

Task B.1: Technical support in drafting a RFQ for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours.

Task B.2 Technical support in preparation for and at meetings and negotiations with TICD, selected GFP Contractor, Navy and regulators to discuss property transfer issues (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Task B.4: Review of technical documents related to the property transfer, master developer negotiations, GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

(c) Appendix B, Calculation of Charges, is hereby amended to read as follows:

Appendix B
Calculation of Charges

The total amount of this contract shall not exceed $1,799,000

Scope of Work for Task A

Task A.1: Regularly scheduled BRAC Closure Team meetings (preparation, meeting attendance, documentation of meeting). Estimate = 78 meetings in San Francisco and 9 meetings held in San Diego).

Budget: $231,600 (Assumes average cost is $2200 per meeting in San Francisco, $4000 per meeting in San Diego).

Task A.2: Supplemental technical meetings (preparation, meeting attendance, documentation of meeting). Estimate = 50 meetings and 22 conference calls.

Budget: $137,700 (Assumes average of $2000 per meeting and $350 per conference call)

Task A.3: Review of technical documents including reports and work plans.

Budget: $762,700 (Assumes average of $3200 per document)

Task A.4: Interim data review and preparation of written summary.

Budget: $82,000 (Assumes average of $2000 per data set)

Task A.5: Oversight of fieldwork including collections of split samples to assess data quality. Estimate = 4 assessments of fieldwork.

Budget: $22,000 (Assumes average of $5000 per assessment).

Task A.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $112,900 (Assumes approximately -6% of Tasks One through Five)

TOTAL BUDGET FOR TASK A: $1,348,900

Scope of Work for Task B

Task B.1: Technical support in drafting a request for qualifications for a remediation contractor, evaluating bids and selecting a contractor. Estimate approximately 200 hours. **(Completed)**

Budget: $40,000 (Assumes $20,000 to support drafting RFQ and $20,000 for evaluation of bids and selecting a contractor).

Task B.2: Technical support in preparation for and at meetings and negotiations with GFP Contractor, Navy and regulators to discuss early transfer issues as related to the GFP Contract (preparation, meeting attendance, and documentation of meeting). Estimate =27 meetings and 26 conference calls

Budget: $63,100 (Assumes 27 meetings at an average cost of $2000 per meeting. Assumes 26 conference calls at $350 per call).

Task B.3: Supplemental technical meetings including conference calls (preparation, meeting attendance, documentation of meetings related to TICD negotiations for a fixed price remediation contract, including cost cap insurance with the TICD selected contractor). Estimate = 20 meetings and 20 conference calls

Budget: $122,000 (Assumes 20 meetings with an average cost of $4000 per meeting. We anticipate that the level of effort to prepare for these meetings will be significantly greater than for meetings under Task One. Assumes 20 conference calls at $350 per call).

Task B.4: Review of technical documents related to the GFP Contract, including an ESCA, FOST, FOSET, and cost cap and pollution legal liability insurance policies. Estimate = 16 documents.

Budget: $115,000 (Assumes average cost is $5000 per document).

Task B.5: Preparing and presenting technical and financial information to the public and City officials to aid in the decision-making process. Estimate = 5 meetings.

Budget: $72,000 (Assumes average cost is $10,000 per meeting. We anticipate that a significant level of effort will be required to prepare presentations and materials for these meetings).

Task B.6: Additional consultation (at request of Authority) and contingency. The Authority must preauthorize activities under this Task in writing.

Budget: $38,000 (Approximately 9% of Tasks One through Five).

TOTAL BUDGET FOR TASK B: $450,100

(d) Section 5, Compensation, is hereby amended to read as follows:

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 4 of this Agreement, that the Treasure Island Redevelopment Project Director (the Director), in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed **one million seven hundred ninety-nine thousand dollars ($1,799,000).** The breakdown of costs associated with this

Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Director as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of HRC Form 7, "Prime Consultant/Joint Venture Partner(s) and Sub-consultant Participation Report." If HRC Form 7 is not submitted with Contractor's invoice, the Controller will notify the department, the Director of HRC and Contractor of the omission. If Contractor's failure to provide HRC Form 7 is not explained to the Controller's satisfaction, the Controller will withhold 20% of the payment due pursuant to that invoice until HRC Form 7 is provided.

Following Authority's payment of an invoice, Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Consultant Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

PERSONNEL (pursuant January 25, 2009 Schedule of Charges)

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance, because these items are included in overhead. Personnel category charge rates for AMEC Geomatrix, Inc. are listed below. Regional and other factors may influence rates charged for certain individuals. Rates for individuals will be provided on request.

Personnel Category	CURRENT HOURLY RATE
Principal Engineer/Scientist	$225 – 350
Senior Decision Analyst	210 – 300
Senior Engineer/Scientist II	190 - 210
Senior Engineer/Scientist I	180
GIS Programmer/Web Designer II	140
Project Engineer/Scientist II	136
Project Engineer/Scientist I	126
Staff Engineer/Scientist II	115
Field Engineer	115
Staff Engineer/Scientist I	105
Senior Technician	90
Field Technician	85
CAD/Graphic Designer	93
Project Assistant	73
Technical Editor	88
Support Staff	65

Specific hourly rates for the primary individual working on the project are as follows:

Gary Foote	$232.50

Hourly rates for other AMEC Geomatrix experts who may work on the project from time-to-time are as follows:

Frank Szerdy (Engineer)	$232.50
Tom Delfino (Statistics and Decision Analysis)	232.50

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, actual costs, or a negotiated rate, will be charged for living expenses.

(e) **Executive Director.** All references in the Agreement to "Executive Director" are hereby amended to be "Treasure Island Redevelopment Project Director."

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY

Jack Sylvan, Treasure Island
Redevelopment Project Director
On behalf of Treasure Island Development Authority

Approved as to form

Dennis J. Herrera
City Attorney

By _____
Deputy City Attorney

CONTRACTOR

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

James C. Price, Vice President
AMEC Geomatrix, Inc.
2101 Webster Street 12th Floor
Oakland, CA 94612
(510)663-4100
FEIN: 94-2934407
Vendor No: 082

TREASURE ISLAND DEVELOPMENT AUTHORITY
CITY AND COUNTY OF SAN FRANCISCO

NINTH AMENDMENT

THIS NINTH AMENDMENT (this "Amendment") is made as of June 15, 2011, in San Francisco, California, by and between AMEC Geomatrix, Inc. ("Contractor"), and the Treasure Island Development Authority, a California non-profit public benefit corporation ("Authority").

RECITALS

WHEREAS, Authority and Contractor have entered into the Agreement (as defined below); and

WHEREAS, Authority and Contractor desire to modify the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, Contractor and the Authority agree as follows:

1. **Definitions.** The following definitions shall apply to this Amendment:

(a) **Agreement.** The term "Agreement" shall mean the Agreement dated April 1, 2003 between Contractor and Authority, as amended by a First Amendment dated July 1, 2004, a Second Amendment dated November 10, 2004, a Third Amendment dated July 1, 2005, a Fourth Amendment dated July 1, 2006, a Fifth Amendment dated July 1, 2007, a Sixth Amendment dated July 1, 2008, a Seventh Amendment dated July 1, 2009, and an Eighth Amendment dated July 1, 2010.

(b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

(a) **Recitals,** is hereby amended to add the following after the last Recitals:

WHEREAS, While the Authority has been designated a redevelopment agency, it is not exercising any of its redevelopment powers under CRL in connection with this Agreement or the reuse and development of the Base.

(b) **Section 2, Term of the Agreement,** is hereby amended to read as follows:

Subject to Section 1, the term of this Agreement shall be from April 1, 2003 to June 30, 2012.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect**. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and Authority have executed this Amendment as of the date first referenced above.

AUTHORITY	CONTRACTOR
Michael Tymoff, Treasure Island Project Director On behalf of Treasure Island Development Authority	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off. I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles. Anthony D. Davis ~~James C. Price, Vice~~ President AMEC Geomatrix, Inc. 2101 Webster Street 12th Floor Oakland, CA 94612 (510) 663-4100 FEIN: 94-2934407 Vendor No: 082
Approved as to form Dennis J. Herrera City Attorney By Eileen M. Malley Eileen Malley Deputy City Attorney	

** Complete copy of document is located in

File No. 120687

City and County of San Francisco
TREASURE ISLAND DEVELOPMENT AUTHORITY
Treasure Island Building One
410 Avenue of the Palms
San Francisco, California 94130

Agreement between the TREASURE ISLAND DEVELOPMENT AUTHORITY and

Geomatrix Consultants Inc.

This Agreement is made this first day of April 2003 in the City and County of San Francisco, State of California, by and between Geomatrix Consultants, Inc., 2101 Webster Street 12th Floor, Oakland, California 94612, hereinafter referred to as "Contractor," and the Treasure Island Development Authority, a municipal corporation, hereinafter referred to as "Authority," acting by and through its Executive Director, hereinafter referred to as "Executive Director."

Recitals

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the Authority and/or Authority and County of San Francisco; and,

WHEREAS, Under the Treasure island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (I) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon

File No. 120687

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: **AMEC Geomatrix, Inc.**	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.*** 1. Board of Directors: John J. Clarke (Director); Anthony Daus III (Director) 2. Anthony Daus III (President); Martin Mullins (VP-CFO); Thomas Logan (EVP-Operations) 3. n/a 4. Exponent; ChemRisk; Maxon Consulting, Inc.; NGTS Inc; toxStrategies, Inc. 5. n/a	
Contractor address: 2101 Webster Street 12th Floor, Oakland, CA 94612	
Date that contract was approved: *(By the SF Board of Supervisors)*	Amount of contracts: $ 2,037,400
Describe the nature of the contract that was approved: Oversight of Navy's environmental remediation on Treasure Island.	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ _____
Signature of City Elective Officer (if submitted by City elective officer) Date Signed

_____ _____
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) Date Signed