



SAN FRANCISCO PUBLIC UTILITIES COMMISSION

Contract Administration Bureau
Ivy V. Fine, Manager

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August 4, 2009

Louis Armstrong
URS Corporation
221 Main Street, Ste. 600
San Francisco, CA 94105-1917

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ED HARRINGTON
GENERAL MANAGER

RE: 1) Notice of Contract Amendment Certification – Conceptual Engineering Report for Calaveras Dam (CS-716)
2) Transmittal – Executed Agreement #3A between the City and County of San Francisco Public Utilities Commission and **URS Corporation**

Dear Mr. Armstrong,

This letter provides a *notification of amendment certification* for an INCREASE in contract value for the following contracted work:

BLANKET PURCHASE ORDER NO: **BPUC04000193** – *Work may not be charged against this blanket purchase order number*

SCOPE: *No change in scope of work - To provide additional project management, design package services, environmental and permitting support services, naturally occurring asbestos (NOA) compliance plan, and additional as-needed support services.*

EFFECTIVE DATE: September 11, 2003 to September 10, 2012

CONTRACT TO DATE: Total value of contract has been increased to **\$14,310,337.00**

Should you have any questions, please do not hesitate to contact Suyin Lim at (415) 554-2418.

Enclosure: Executed Amendment #3A
cc: Dan Wade
File/NCAC 716 amend 3A

RECEIVED

AUG 07 2009

LOUIS J. ARMSTRONG

**City and County of San Francisco
San Francisco Public Utilities Commission
Contract Administration Bureau**

CS-716

Amendment Three A (3A)

THIS AMENDMENT (this "Amendment") is made as of June 17, 2009, in San Francisco, California, by and between URS Corporation Americas ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to define additional tasks, increase the contract amount, and update standard contractual clauses;

WHEREAS, On June 10, 2003, per Resolution No. 03-0117, the Public Utilities Commission awarded Agreement No. CS-716, Engineering Services, Calaveras Dam Replacement Project, to URS Corporation Americas to provide engineering and environmental support services in the amount of \$4,000,000, and with a term of four years, concluding on September 10, 2007;

WHEREAS, on July 26, 2005, per Resolution No. 08-0041, the Public Utilities Commission approved Amendment No. 1 to Agreement No. CS-716 to continue professional engineering and environmental services for detailed and final design, increasing the original agreement amount by \$8,000,000 to \$12,000,000 and extending the agreement term by two years to September 10, 2009;

WHEREAS, On August 19, 2005, approval for Amendment No. 1 was obtained from the Civil Service Commission per PSC# 4098-02/03;

WHEREAS, on September 13, 2005, approval for Amendment No. 1 was obtained from the Board of Supervisors, per Resolution 05-0120;

WHEREAS, on March 11, 2008, per Resolution No. 08-0041, the San Francisco Public Utilities Commission approved Amendment No. 2 to Agreement No. CS-716, to provide additional professional services for the final design as well as environmental support services to facilitate the completion of CEQA and NEPA documents and obtain required environmental permits, increasing the agreement amount by \$1,900,000 to \$13,900,000;

WHEREAS, On April 15, 2008, approval for Amendment No. 2 was obtained from the Board of Supervisors per Resolution 182-08;

WHEREAS, On April 23, 2008, approval for Amendment No. 2 was obtained from the Civil Service Commission per Notice of Action;

WHEREAS, on May 12, 2009, per Resolution No. 09-0079, the San Francisco Public Utilities Commission approved Amendment No. 3 to Agreement No. CS-716, Engineering Services, Calaveras Dam Replacement Project to increase the agreement amount by \$10,100,000 to \$24,000,000 and extend

the agreement term by seven years to September 10, 2016, in order to provide additional design, environmental and permitting services needed prior to construction to address the naturally occurring asbestos (NOA) and fisheries issues, provide designs to mitigate impacts associated with the Calaveras Dam Replacement Project to be implemented under the Habitat Reserve Program, provide supplemental dam safety engineering analyses requested by the California Division of Safety of Dams (DSOD), and ongoing permitting support; and to provide engineering support during construction, start-up, and commissioning of the project;

WHEREAS on May 12, 2009, the San Francisco Public Utilities Commission authorized the General Manager to split Amendment Three into two parts, Amendment 3A and Amendment 3B. Amendment 3A, as set forth herein, will increase the existing contract by \$410,337 to allow the Contractor to continue services while Amendment 3B is pending approval from the Board of Supervisors. Amendment 3B, if approved by the Board of Supervisors, would amend the existing contract by \$9,689,663 for a total amended amount of \$10,100,000 and a total not to exceed contract amount of \$24,000,000, and would extend the existing contract term to September 10, 2016.

WHEREAS, On June 15, 2008, approval for Amendment No. 3 was obtained from the Civil Service Commission per PSC# 4098-02/03;

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

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

a. Agreement. The term "Agreement" shall mean the Agreement dated September 11, 2003 between Contractor and City, as amended by the:

First amendment, dated July 26, 2005, and
Second amendment, dated April 15, 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:

2a. Section 4. Section 4 Compensation (first paragraph) of the Agreement currently reads as follows:

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager, 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 Thirteen Million Nine Hundred Thousand Dollars (\$13,900,000), which sum includes Four Million Dollars (\$4,000,000) for the Conceptual Engineering phase. The breakdown of costs associated with this Agreement appears in Appendix B-2, "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 the Contractor until reports, services, or both, required under this Agreement are received from the Contractor and approved by SFPUC as being in accordance with this Agreement. The City may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by the Contractor prior to the Contractor's submission of HRC Form 7, "Prime Contractor/Joint Venture Partner(s) and Sub-contractor Participation Report." If HRC Form 7 is not submitted with the Contractor's invoice, the Controller will notify the department, the Director of HRC and the Contractor of the omission. If the 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 City's payment of an invoice, the Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Contractor Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

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

Compensation shall be made in monthly payments on or before the first day of each month for work, as set forth in Section 4 of this Agreement, that the General Manager, 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 Fourteen Million, Three Hundred Ten Thousand, Three Hundred Thirty Seven Dollars (\$14,310,337), which sum includes four hundred ten thousand three hundred thirty seven dollars (\$410,337) under Amendment No. 3A to provide additional design, environmental and permitting services for the Calaveras Dam Replacement Project. The breakdown of costs associated with this Amendment appears in Appendix B-3, "Amendment 3A Budget," 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 the Contractor until reports, services, or both, required under this Agreement are received from the Contractor and approved by SFPUC as being in accordance with this Agreement. The City may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

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

The Controller is not authorized to pay invoices submitted by the Contractor prior to the Contractor's submission of HRC Form 7, "Prime Contractor/Joint Venture Partner(s) and Sub-contractor Participation Report." If HRC Form 7 is not submitted with the Contractor's invoice, the Controller will notify the department, the Director of HRC and the Contractor of the omission. If the 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 City's payment of an invoice, the Contractor has ten days to file an affidavit using HRC Form 9, "Sub-Contractor Payment Affidavit," verifying that all subcontractors have been paid and specifying the amount.

2b. Insurance. Section 10. Insurance, is hereby replaced in its entirety to read as follows:

10. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$10,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement any deductible not to exceed \$50,000 each claim.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

2c. First Source Hiring Program. Section 51. is hereby replaced in its entirety to read as follows:

51. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as, set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

(2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged

individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.

(3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.

(4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.

(5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.

(6) Set the term of the requirements.

(7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.

(8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages. Contractor agrees:

(1) To be liable to the City for liquidated damages as provided in this section;

(2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;

(3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.

(4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;

(5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:

A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et

seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

2d. Amendment 3A amends the existing contract by adding Appendix A-3 in its entirety which provides additional scope of work.

2e. Amendment 3A amends the existing contract by adding Appendix B-3 in its entirety which provides the budget for this amendment.

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.

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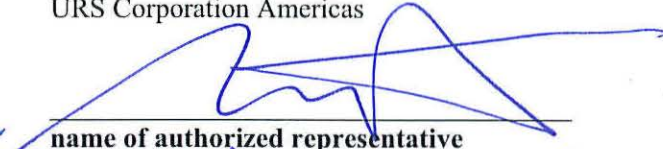
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

CONTRACTOR

Recommended by:

URS Corporation Americas



Ed Harrington
General Manager
San Francisco Public Utilities Commission

name of authorized representative
title: *Louis Armstrong, SVP*

City vendor number: 19103

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Deputy City Attorney

Approved:



Naomi Kelly
Director of the Office of Contract Administration,
and Purchaser

Appendix A-3
SCOPE OF WORK

TASK GROUP A – Project Management

TASK A12 – PROJECT MANAGEMENT

Budget = \$40,000

Objectives

Provide project management through the end of August 2009.

Approach

- Project management will extend through the end of August 2009. Project management will include project coordination and attendance at monthly project status meetings with SFPUC.

Assumptions

- This task is budgeted through the end of August 2009.

Deliverables

- Monthly progress reports and monthly meeting agendas and progress meeting summaries.

TASK GROUP D – DESIGN PACKAGE

TASK D7 – 100% DESIGN

Budget = \$26,646 (for Subtask 7.2)

Objectives

Subtask D7.2 – Revise Division 0 and 1 specifications.

Approach

Subtask D7.2 – Revise Divisions 0 and 1 Specifications: Identify potential specification deviation from SFPUC standard Divisions 0 and I. We have allowed for six meetings with Contract Administration or City Attorney to reconcile deviations from the standard specifications. This task also includes preparing memoranda on resolutions.

Assumptions

- Subtask D7.2 – Assumed six meetings with Contract Administration or City Attorney

Deliverables

- Subtask D7.2 – Memoranda from meetings, presenting resolutions for inclusion in the specifications, and updated specifications.

TASK GROUP EA – Permitting Support

TASK EA.12 – AS-NEEDED TECHNICAL SUPPORT

BUDGET = \$20,000

Objectives

Provide as-needed support for SFPUC responses to agency and mea information requests.

Approach

This task would include URS environmental and engineering support for technical data and coordination needs that may arise during preparation of the DEIR and subsequent reviews and responses to agency data requests. As requested and directed by SFPUC, URS will:

- Provide environmental information and/or data to respond to requests from MEA. Examples would include in-depth evaluations of specific project details, additional site visits to resolve agency questions, and additional environmental data as requested by BEM.
- Evaluate environmental effects of proposed project design and develop potential design options to avoid or minimize potential effects.
- Prepare technical memoranda that address specific questions or information as requested by BEM.

Assumptions

- The scope of the environmental support provided under this task will be determined on a case by case basis in coordination with SFPUC.

Deliverables

- As-requested by SFPUC, potential deliverables may include electronic correspondence, technical memoranda, or other documentation to support environmental efforts.

TASK EA.13 – AS-NEEDED GIS SUPPORT

BUDGET = \$15,000

Objectives

Provide GIS support services to BEM as requested to illustrate and organize design details for the environmental review and permitting teams.

Approach

The environmental review team utilizes geographic information system software to evaluate potential impacts and prepare graphics for the environmental review documents. The need for additional GIS data and illustrations of specific design features is anticipated to increase during the permitting phase of the project. URS will continue to provide updated GIS data and graphics to the environmental team (BEM, ETJV and MEA) as requested. This task will include but is not limited to the following GIS support:

- Prepare GIS data, maps, and other graphics as requested by SFPUC to support the environmental permitting efforts and respond to data requests from agency personnel.
- Convert project design drawings to GIS files for transmittal to the environmental review team (ETJV and MEA).
- Prepare GIS graphics for meetings and presentations as requested by SFPUC.

- Maintain and organize the GIS data library for the design team for future use by SFPUC or the environmental review team.

Assumptions

- The scope of the GIS support provided under this task will be determined on a case by case basis in coordination with SFPUC.
- Transfer of GIS data will only occur as directed by SFPUC.

Deliverables

- Requested information on an as-needed basis. Typically maps will be delivered in color pdf format for ease of viewing and hard copy as requested. Data will be transferred to members of the environmental team as requested by SFPUC.

TASK GROUP EB – NOA COMPLIANCE PLAN

C. Funded Tasks that Expanded and Will Continue in 2009

- Task C1 - Continued Implementation of Baseline Air Quality Monitoring in 2009
- Task C3 - Additional Meteorological and Air Quality Stations Installation
- Task C4 - Continued CEQA Support for Hazards and Water and Air Quality Sections (includes PEL work – partially completed)

Task C1 - Continued Implementation of Baseline Air Monitoring in 2009

Budget = \$144,000 for 3 monthly events (June, July, and August, 2009)

Objective

Continue collection of air quality samples for NOA and metals at up to 17 stations at the CDRP site.

Approach

A four-day field effort with a four-person team will set up and break down up to 17 air quality monitoring stations over the CDRP site. Monitoring will include 14 baseline air quality monitoring stations and the new EBRPD stations and one residence installed under Eb Task C3. Each air quality monitoring station will use two pumps one for metals and one for asbestos. Each sample will be analyzed for asbestos by the AHERA method and for the five metals, copper, nickel, cobalt, chromium, and arsenic. In addition, it is estimated that 10 percent of the asbestos samples will also be analyzed by the "extended standard operating procedure (SOP) developed in conjunction with Dr. Wayne Berman. For the purposes of costing we estimated that approximately 25 percent of the asbestos samples that are analyzed by the extended SOP would require up to 700 grids read. The cost for the extended SOP can range from \$350 to \$4000 per analysis depending on the number of grids that require reading.

Assumptions

Monitoring will occur over the 3 months from June to August 2009. Meteorological and air quality monitoring is conducted concurrently.

Deliverables

A quarterly report will be provided and will be comprised of the June to August monthly reports containing the following:

- A description of the field effort
- Tabulated data
- Quality assurance / quality control review of data, and
- A discussion.

Task C3 – Additional Air Quality Stations Installation

Budget = \$10,000

Objective

Provide two additional sentry stations at sensitive receptors [at East Bay Regional Park District (EBRPD) Sunol Valley Wilderness visitor center]. The EBRPD station includes two air monitoring stations (one exterior and one interior). This task does not include the installation of the meteorological station at this time.

Approach

Two air quality monitoring stations (one exterior and one interior) will be installed and monitored during the baseline air monitoring efforts covered under Eb Task C1.

Assumptions

The monitoring scope would be the same as that described under Eb Task C1 and is assumed that the cost of Eb Task C1 would cover the additional monitoring of the stations for EBRPD.

The cost for this task includes subcontractor and equipment procurement, installation of stations, and equipment setup and calibration. This cost does not include negotiations with the parties involved for access or other requests. Equipment changes requested may change the cost of the installation. We have assumed the existing air quality baseline stations would be duplicated.

Deliverables

A memo will be provided to document the installation of the new stations. The memo will include a description of the field activities.

Task C4 - Continued CEQA Support for Hazards and Water and Air Quality Sections

Budget = \$12,000

Objective

Provide support to SFPUC in the development of responses to requests for information from the MEA regarding the Preliminary Draft Environmental Impact Assessment (PDEIR) for NOA-related issues on the mitigation section.

Approach

In response to requests from SFPUC on the NOA mitigation section, prepare written comments and responses regarding information presented in the PDEIR and review PDEIR text. Responses may include proposed language, technical memoranda, feasibility assessment of mitigation measures, among other things.

Deliverables

As requested or needed, including various written material regarding NOA mitigation section.

F. New Items in 2009

These tasks are new work that will continue in 2009:

- Task F1 – Baseline Dust Accumulation Work Plan and Implementation
- Task F4 - Implementation of Jar Testing
- Task F7 - Public Communication Support
- Task F8 - Meetings (Attendance and Preparation)

Task F1 - Baseline Dust Accumulation Monitoring Work Plan and Implementation

Budget = \$50,000

Objective

Prepare a memorandum on dust accumulation monitoring, and design dust accumulation devices, install and start.

Approach

This task includes preparing a memorandum on monitoring dust accumulation, and designing dust accumulation devices, purchase and/or fabrication, installation and start-up of monitoring.

Assumptions

This baseline dust accumulation monitoring is conducted concurrently with the monthly baseline air quality monitoring, and dust accumulation results will be included in the baseline air monitoring reports provided under Eb Task C1.

Deliverables

Memorandum on dust accumulation monitoring, design of dust accumulation devices, and the installed devices.

Task F4 - Implementation of Jar Testing

Budget = \$67,691

Objective

Conduct bench scale testing of water treatment techniques for asbestos removal from storm water and groundwater.

Approach

URS will conduct groundwater sampling and analysis, and analysis of archived soil samples. A subcontractor will be procured and contracted to perform jar testing of simulated storm water and groundwater samples in accordance with the Jar Testing Work Plan (URS 2008).

Assumptions

- One field event will be conducted to collect samples and field screening of potential treatment media.
- The actual budget may need to be adjusted, depending on subcontractor bids. Selection and procurement for subcontractors is included in this cost.

Deliverables

Jar Testing Report.

Task F7 - Public Communication Support

Budget = \$10,000

Objective

Provide support to SFPUC's public information team regarding the communication of NOA-related issues during various phases of the project to the public. Typically this work would include preparation of documents for discussions regarding NOA. Additional requests are anticipated as part of the CEQA process and public review of the environmental documents.

Deliverables

Various written material and presentation displays regarding NOA.

Task F8 - Meetings (Attendance and Preparation)

Budget = \$15,000

Objective

Attend meetings to discuss NOA related issues for the CDRP (up to budget limit).

Approach

Based on requests.

Assumptions

This task includes six meetings where one presenter has 24 hours per meeting to prepare in one dry run with SFPUC, participate and conduct debrief and peripheral activities. Meetings could include public participants, team reviewer Dr. Wayne Berman, and other SFPUC staff. A nominal amount of additional time is provided for staff support.

For this task, one meeting with Cal/OSHA is planned, and an initial meeting or discussion with BAAQMD with delivery of the BAAQMD package. Other meetings may be included as needed.

Deliverables

As requested or needed, including various written material, presentations, or boards regarding NOA.

APPENDIX B-3
Agreement No. CS-716, Amendment No. 3A

SUMMARY

Group	Task	Description	Task Totals
A		Project Management	
	A12	URS Project Management (Design Phase)	\$40,000
		Subtotal Group A	\$40,000
D		Design Package	
	D7.2	Revise Divisions 0 and 1 Specs	\$26,646
		Subtotal Group D	\$ 26,646
E.a		Permitting Support	
	Ea.12	As-needed Technical Support	\$20,000
	Ea.13	As-needed GIS Support	\$15,000
		Subtotal Group E.a	\$35,000
E.b		NOA Compliance Plan	
	C1	Continued Implementation of Baseline Air Monitoring	\$144,000
	C3	Additional Baseline Air Monitoring Station Installation	\$10,000
	C4	Continued CEQA Support for Hazards and Water and Air Quality Sections	\$12,000
	F1	Baseline Dust Accumulation Work Plan and Implementation	\$50,000
	F4	Implementation of Jar Testing	\$67,691
	F7	Public Communication Support	\$10,000
	F8	Meetings (Attendance and Preparation)	\$15,000
		Subtotal Group E.b	\$308,691
		TOTALS	\$410,337