



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: May 31, 2011
BOARD MEETING DATE: July 26, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Dean D. Peterson, P.E., REHS, Director, Environmental Health

SUBJECT: Acceptance of Funds from the State Water Resources Control and Agreement with Golder Associates, Inc.

RECOMMENDATION:

Adopt a Resolution Authorizing:

- A. Acceptance of funds from the State Water Resources Control Board to remove fuel underground storage tanks and remediate petroleum contamination at Rainer Service Station, 1905 East Bayshore Road, East Palo Alto, in an amount not to exceed \$150,000 for the term August 1, 2011 through July 31, 2012;
- B. The President of the Board to execute an Agreement with Golder Associates, Inc. for the purpose of soil excavation, fuel underground storage tank removal, soil sampling and analyses, and additional remedial investigation for the Rainer Service Station Emergency, Abandoned, and Recalcitrant Account, in an amount not to exceed \$150,000 for the term August 1, 2011 through July 31, 2012; and
- C. The Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

San Mateo County Environmental Health (EH) Underground Storage Tank (UST) Program regulates storage of fuels by enforcing State and Federal UST regulations. Ongoing maintenance of these USTs must comply with leak-detection, testing and recordkeeping requirements. Annual inspections are conducted to ensure compliance and to protect public health and the environment. EH may take enforcement action against tank owners who do not meet these requirements.

San Mateo County EH Groundwater Protection Program regulates the characterization and remediation of known soil and groundwater contamination, including releases from fuel USTs. To ensure compliance and protect public health, enforcement action may be

taken against non-compliant legally responsible parties.

DISCUSSION:

The Rainer Service Station is regulated by San Mateo County EH for underground storage and dispensing of motor vehicle fuels. Based on historic release to soil and groundwater from the underground storage tanks system at the Rainer Service Station, the release is also regulated by San Mateo County EH for characterization and remediation of the release of fuel to soil and groundwater. Rainer Service Station has been out of compliance with both regulatory programs for several years, which has resulted in enforcement action being taken by the District Attorney's Office on behalf of San Mateo County. Rainer Service Station does not have the resources to complete the required corrective actions. Therefore, San Mateo County EH applied for and has been approved for funds to complete the required corrective actions, using State Water Resources Control Board, Emergency, Abandoned, and Recalcitrant (EAR) Account funds.

In February 2011 a Request for Proposals (RFP) was conducted for the Rainer Service Station EAR Account Action. The RFP was sent to 9 vendors and advertised on the EH website. Three proposals were received and deemed complete. The RFP Review Committee determined that Golder Associates, Inc. could best meet the needs of EH.

County Counsel has reviewed and approved the Agreement and Resolution as to form. The Contractor's insurance has been approved by Risk Management.

The contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by ensuring that enforcement and corrective action is taken against non-compliant facilities with underground storage tanks and preventing a health and safety danger to residents or causing environmental damage through the release of fuel to soil and groundwater. It is anticipated that 19,000 permitted facilities will be regulated in FY 2011-12.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Number of permitted facilities regulated	18,838	19,000

FISCAL IMPACT:

The maximum grant amount from the State Water Resources Control Board Ground is \$150,000. The maximum amount of the Agreement with Golder Associates, Inc, is \$150,000. The revenue and appropriations will be added to the FY 2011-12 Recommended Budget through September revisions. There is no Net County Cost.

Exhibit A
Request for Proposal Matrix

1.	General Description of RFP	Complete removal and disposal of the underground storage tank system including excavation, characterization, and disposal of petroleum impacted soil and confirmation of soil sampling and groundwater sampling
2.	List key evaluation criteria	<ol style="list-style-type: none"> 1. Assurance of quality services 2. Appropriate business/administrative practices 3. Evidence of demonstrated competence and experience in the area of proposed services. 4. Cost 5. Compliance with RFP requirement and County Ordinances 6. Ability to provide services by targeted starting date 7. Past and current performance 8. Appropriate personnel training levels 9. Local preference
3.	Where advertised	Environmental Health Website
4.	In addition to any advertisement, list others to whom RFP was sent	<ol style="list-style-type: none"> 1. AMEC Geomatrix 2. ATC Associates, Inc. 3. Blue Rock Environmental 4. Cardno ERI 5. Conestoga-Rovers & Associates 6. Erler & Kalinowski, Inc. 7. Fugro West, Inc. 8. Golder Associates, Inc. 9. Green Environment, Inc. 10. Technology, Engineering and Construction, Inc.
5.	Total number sent to prospective proposers	10
6.	Number of proposals received	3
7.	Who evaluated the proposals	<p>Greg Smith, GPP Program Supervisor Patrick Ledesma, Hazardous Materials Specialist Dermot Casey, Hazardous Materials Specialist</p>
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	<ol style="list-style-type: none"> 1. Cardno ERI, Sunnyvale, CA 2. Golder Associates, Inc., Petaluma, CA 3. Technology, Engineering & Construction, Inc. South San Francisco, CA

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING: A) ACCEPTANCE OF FUNDS FROM THE STATE WATER RESOURCES CONTROL BOARD TO REMOVE FUEL UNDERGROUND STORAGE TANKS AND REMEDIATE PETROLEUM CONTAMINATION AT RAINER SERVICE STATION, 1905 EAST BAYSHORE ROAD, EAST PALO ALTO, IN AN AMOUNT NOT TO EXCEED \$150,000 FOR THE TERM AUGUST 1, 2011 THROUGH JULY 31, 2012; B) THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH GOLDER ASSOCIATES, INC. FOR THE PURPOSE OF SOIL EXCAVATION, FUEL UNDERGROUND STORAGE TANK REMOVAL, SOIL SAMPLING AND ANALYSES, AND ADDITIONAL REMEDIAL INVESTIGATION FOR THE RAINER SERVICE STATION EMERGENCY, ABANDONED, AND RECALCITRANT ACCOUNT, IN AN AMOUNT NOT TO EXCEED \$150,000 FOR THE TERM AUGUST 1, 2011 THROUGH JULY 31, 2012; AND C) THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, San Mateo County Environmental Health (EH) Underground Storage Tank (UST) Program regulates storage of fuels by enforcing State and Federal UST regulations through annual inspections and enforcement actions against non-compliant tank owners to protect public health and the environment; and

WHEREAS, San Mateo County EH Groundwater Protection Program regulates the characterization and remediation of known soil and groundwater contamination, including releases from fuel USTs through inspections and enforcement actions against non-compliant legally responsible parties to protect public health; and

WHEREAS, The Rainer Service Station located at 1905 East Bayshore Road, East Palo Alto has been out of compliance with both regulatory programs for several years; has resulted in enforcement action being taken against Rainer Service Station by the San Mateo County District Attorney's Office on behalf of San Mateo County; and does not have the resources to complete required corrective actions; and

WHEREAS, Subdivisions (c), (e), and (h) of section 25299.51 of the California Health and Safety Code authorizes the State Water Resources Control Board (SWRCB) to expend money from the Underground Storage Tank Cleanup Fund (USTCF) to pay for corrective action and oversight costs incurred by local agencies at certain petroleum UST sites; and

WHEREAS, The SWRCB has established a subaccount of the USTCF, the Emergency, Abandoned, and Recalcitrant (EAR) Account, with cleanup funds and procedures available to local agencies, which include the issuance of Letters of Award to local agencies named on the EAR Account Annual Site List; and

WHEREAS, EH nominated the Rainer Service Station for EAR Account funding, applied for and has been approved for funds to complete the required corrective actions, using State Water Resources Control Board, EAR Account funds

WHEREAS, as a result of a Request for Proposals (RFP) conducted In February 2011 for the Rainer Service Station EAR Account Action, an RFP Review

Committee determined that Golder Associates, Inc. best meets the needs of EH.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby authorizes the acceptance of funds from the State Water Resources Control Board to remove fuel underground storage tanks and remediate petroleum contamination at Rainer Service Station, 1905 East Bayshore Road, East Palo Alto, in an amount not to exceed \$150,000 for the term August 1, 2011 through July 31, 2012

BE IT FURTHER RESOLVED that the President of this Board of Supervisors be and is hereby authorized to execute said Agreement with Golder Associates, Inc. for the purpose of soil excavation, fuel UST removal, soil sampling and analyses, and additional remedial investigation as directed by San Mateo County Groundwater Protection Program staff for the Rainer Service State EAR in an amount not to exceed \$150,000 for the term August 1, 2011 through July 31, 2012, for and on behalf of the County of San Mateo, and the Clerk of the Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the Chief of the Health System or designee is authorized to execute contract amendments which modify the county's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
GOLDER ASSOCIATES, INC.**

THIS AGREEMENT, entered into this _____ day of _____, 2011,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
Golder Associates, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of soil excavation, fuel UST removal, soil sampling and analyses, and additional remedial investigation as directed by San Mateo County Groundwater Protection Program staff for the Rainer Service Station EAR Account Actions.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services
Exhibit B—Payments and rates
Attachment I—§504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be August 1, 2011 through July 31, 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System, or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement, for which the County has paid, shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Indemnification for Professional Liability. For liability arising from professional services provided under this agreement, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, to the extent arising out of the negligence or willful misconduct of Contractor, its employees, sub-consultants or agents in the performance of this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

General Indemnification Provision. For any liability, other than arising out of professional services, Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duties of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|-------------------------------------------------|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| . . . | |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| . . . | |
| (c) Professional Liability | \$1,000,000 |
| . . . | |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the

United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

Gregory J. Smith
San Mateo County Environmental Health
2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403
Facsimile 650-627-8244

In the case of Contractor, to:

Kris Johnson
Golder Associates, Inc.
425 Lakeside Drive
Sunnyvale, CA 94085
Facsimile 408-220-9224

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

GOLDER ASSOCIATES, INC.

Contractor's Signature

Date: _____

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

Services to be provided include two related scopes of work.

The first scope of work includes the permitting for complete removal and disposal of the underground fuel storage tank (UST) system at the Rainer Service Station site, consisting of 3 steel, fuel USTs (10,000-gallon, 8,000-gallon, and 5,000-gallon gasoline USTs), 2 fuel dispensers and all associated fuel and vent piping, as well as excavation, characterization, and disposal of soil, potentially impacted with petroleum, to the extent necessary to access and remove the UST system and collect CUPA compliance samples. This scope of work also includes preparing and following an appropriate site health and safety plan, including measures to prevent trespassing onto the work-related areas of the site from the time work begins to the completion of the entire first and second scopes of work.

The second scope of work includes potential interim remedial actions in the form of additional excavation, characterization, and disposal of petroleum impacted soil and confirmation soil sampling and groundwater sampling (if encountered) associated with the release identified in 2004 (associated with sample S4 P). These remedial actions are intended to ensure that remaining soil and groundwater impacts are below Regional Water Quality Control Board, San Francisco Bay Region Environmental Screening Levels or other less stringent concentrations as agreed to by the County. These interim remedial actions will only be performed if needed and if agreed to by the County (based on conditions encountered during UST removal and confirmation sampling). The second scope of work also includes completing the requested corrective action investigation known at this time due to the original 1999-detected fuel release. This includes performing at least one round of groundwater monitoring from the existing monitoring well network associated with the site, offering and performing residential well sampling, as requested and allowed by five residences identified as down- to cross-gradient from the site for all constituents of concern at the site, and preparing an acceptable environmental report appropriately describing historical activities, current activities, results, conclusions and recommendations conforming with the newest version of the draft or final State Water Resources Control Board's California LUFT Guidance Manual submitted to the State of California's Geotracker database. In addition, this scope of work also includes the eventual permitting for and destruction of the monitoring well network. The second scope of work may also include installation of soil borings and/or monitoring wells, including soil and groundwater sampling and analyses, if required by the County based on conditions encountered.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

**Rainer Service Station EAR Account Actions
August 1, 2011 through July 31 ,2012
Payments and Rates**

Scope of Work #1

Permit Removal of UST System	lump	\$ 1,825
Health & Safety Plan Preparation	lump	\$ 1,600
Site Security/Fencing	lump	\$ 2,900
Excavation and Removal of UST System (assumes no product in USTs, no dewatering, no backfilling) (assumes 10 confirmation samples @ \$166.75/sample)	lump	\$50,076
Transport and Disposal of UST System (assumes steel construction of USTs)	lump	\$1,200
Characterization and Disposal of Petroleum Impacted Soil (\$102/CY) (assumes 16 CY minimum)	minimum	\$1,632
		\$59,233
Scope of Work #1 Total		

Scope of Work #2

Sampling and Analysis Existing Monitoring Well Network (5 monitoring wells, includes purge water disposal @ \$3106/event)	1 event	\$ 3,106
Offering, Sampling & Analysis 5 Residential Wells	1 event	\$ 2,479
Permit & Destroy 5 Monitoring Wells by Overdrill	lump	\$11,274
Prepare & Submit Environmental Report	lump	\$ 6,200
		\$23,059
Scope of Work #2 Total		

CONTINGENT WORK, requires approval by County GPP Staff prior to work:

Additional Soil Excavation @ \$55/CY (assumes 140 CY minimum for \$55/CY)	maximum	\$11,000
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Additional Characterization and Disposal Petroleum			
Impacted Soil @ \$102/CY	maximum	\$20,400	
Additional confirmation soil samples @ \$166.75/sample	maximum	\$ 1,334	
Pumping and disposal fuel from tanks	maximum	\$ 5,000	
Pumping and disposal of water from tank pits	maximum	\$ 5,000	
Drill boring, sample and analyze soil and groundwater @ \$1650/boring (assumes 4 borings minimum for \$1650/boring)	maximum	\$ 6,600	
Install groundwater monitoring well @ \$2100/well (assumes 3 wells minimum installed in 1 day for \$2100/well)	maximum	\$ 6,300	
Additional sampling and analysis of existing well network	1 event	\$ 3,106	
Additional sampling and analysis of 5 residential wells	1 event	\$ 2,479	
Additional reporting costs	maximum	\$ 6,489	
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		\$67,708	
		<hr/>	
Project Total Cost (potential, not to exceed)			\$150,000
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INVOICES: Invoices will be approved by the Director of Environmental Health and approved within 30 days of receipt.