

Council Meeting of
October 20, 2009

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Public Works – Approve a Change Order for the provision of unforeseen work encountered during the soils investigation and award a Contract Services Agreement for limited soil remedial excavation for the Del Amo Boulevard Extension, T-30.
Expenditure: \$28,520**

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve Change Order No. 1 to Purchase Order No. 2009-903 with EDAW Inc. an AECOM Company in the amount of \$5,120 for the additional soil sampling conducted on the City of Torrance utility easement located at the Dow Chemical Facility at 305 Crenshaw Boulevard; and
2. Award a two month Contract Services Agreement in the amount not to exceed the sum of \$23,400 to EDAW, Inc. an AECOM Company to perform limited soil remedial excavation services within the City of Torrance utility easement located at the Dow Chemical Facility at 305 Crenshaw Boulevard, Torrance, CA for the Del Amo Boulevard Extension, T-30.

Funding

Funding is available from T-30 Prop C funds.

BACKGROUND AND ANALYSIS

On October 14, 2008, Your Honorable Body approved Amendment No. 1 of a Memorandum of Understanding to extend the lapse date for \$20,121,000 of grant funding through May 31, 2009 to complete the acquisition of easements needed for the Del Amo Boulevard Extension/Grade Separation, T-30. On May 29, 2009 the City and the Dow Chemical Company entered into an Agreement for Purchase and Sale and Escrow Instructions, which fulfilled the necessary requirements for the grant funding. As part of escrow process, the City had 30 days to perform its due diligence which included environmental studies and analyses.

Change Order No. 1

The City hired EDAW to perform a soils investigation of the property and entered into a Consulting Services Agreement for an amount not to exceed \$39,500. During the investigation, EDAW discovered contaminants in the soil that exceeded the U.S. Environmental Protection Agency's standards at one of the ten soil boring locations. Because the borings were spaced at 200 foot intervals, a more localized investigation at the contaminated boring site was required in order to determine the full extent of contamination. The cost estimate for the additional soils testing and report was \$5,400, plus an additional \$720 for expedited laboratory costs, for a total cost of \$6,120. In order to meet the timelines of the escrow, this expenditure was authorized prior to going to the City Council. However, before staff authorized EDAW to complete the work, it was determined that any additional funds needed for the proposed change order were available from the T-30 Prop C funds.

Because the initial soils investigation report cost was \$38,500, an amount \$1,000 less than the original purchase order, the change order request for the additional work is also \$1,000 less. Therefore, the total change order request is in the amount of \$5,120.

Contract Services Agreement

The results from the additional testing showed contamination confined within the first three feet of soil and within two 10 foot by 10 foot areas of the project right of way. As the contamination was limited, the property was found to be acceptable for purchase. Prior to close of escrow, a cost estimate from EDAW to remove the contamination was secured. The cost for this work is estimated to be \$23,400. This proposal and cost estimate was used to negotiate a holdback of \$23,400 in escrow while the City and DOW Chemical Company determined responsibility for the clean-up.

The City Manager has authority to authorize contracts up to \$40,000 and the cumulative total of the proposed and prior contracts with EDAW for this calendar year exceeds that amount, therefore a Contract Services Agreement for the limited soil remediation excavation services is requested in the amount of \$23,400.

The limited soil remedial excavation needs to occur prior to commencement of construction of the Del Amo Boulevard Extension, T-30 – Phase 1, Reroute of Two Water and Two Sewer Pipelines. Construction is scheduled to begin in January 2010 for Phase I work. Therefore, there is a need to expedite the remediation of the contaminated soil.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

- Attachment:
- A. Consulting Services Agreement - EDAW
 - B. Proposal and Cost Estimate for Additional Soil Sampling - EDAW
 - C. Contract Services Agreement – EDAW
 - D. Map of Project Area

City Of Torrance
 3031 Torrance Blvd.
 Torrance, CA 90503
 Phone: 310-618-5820 Fax: 310-618-5825

Purchase Order
No. 2009-00000903

Ship To
 Public Works Department
 20500 Madrona Ave.
 Torrance, CA 90503

Bill To
 Accounts Payable
 310-618-5848
 3031 Torrance Blvd
 Torrance, CA 90503

DATE 04/29/2009

VENDOR NO. 5211

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES AND CORRESPONDENCE

Vendor
 EDAW INC. AN AECOM COMPANY
 515 FLOWER STREET 9TH FLOOR
 LOS ANGELES, CA 90071
 Phone: (213) 593-8308
 Fax: (213) 593-7715

DELIVER BY 04/29/2009
SHIP VIA
FREIGHT TERMS Destination
 PAGE 1 of 1

REFERENCE #NEBPO

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
39,500.0000	Dollar	- Item - 4700 - Prepare a Phase II Soils Investigation (see page 2)	1.0000	\$39,500.00
PURCHASE ORDER TOTAL				\$39,500.00

Special Instructions
 Quoted by Eric Wilson. Invoice Terms: Net 30. Term: 4/29/09-12/31/09.

By:  4/29/09
 Buyer: Felice Fromm

See Attached Specifications, Comments, Terms And Conditions Which Are A Part Of This Order



**City of Torrance, Purchasing Division
Specifications, Comments, Terms and Conditions**

Reference Purchase Order No. 2009-00000903

Quoted By: Eric Wilson

Invoice Terms: Net 30

Additional Comments and Specifications are as follows:

This BPO is to prepare a Phase II Soils Investigation.

Term: 4/29/09 through 12/31/09

Contract expenditure authorization (including sales tax) not to exceed: \$39,500.00

Scope of work:

AECOM will select ten locations for proposed borings within the City of Torrance easement on the Dow Chemical property (assume no permits necessary). Prior to drilling, AECOM will complete utility clearance activities including notifying Underground Service Alert and reviewing availability utility maps. AECOM will also conduct a geophysical survey at the locations of the proposed soil borings using an independent utility contractor to identify potential subsurface structures in the area of the proposed soil borings. After completion of non-invasive utility clearance activities, the initial 5 feet at each location will be physically cleared of subsurface utilities using hand augers or air knifing techniques.

It is proposed that soil samples will be collected at 1, 5, and 10 fbg at each location (assumes no groundwater sampling). The soil sample at 1 fbg will be collected during hole clearance activities, while the soil samples at 5 and 10 fbg will be collected using a drill rig equipped with hollow stem augers or direct push rig. The soil samples will be placed in an ice-filled cooler and transported to TestAmerica, Inc., a state certified hazardous waste testing laboratory, located in Irvine, California, under standard chain-of-custody procedures.

All soil samples collected at 1 fbg will be analyzed for total petroleum hydrocarbons as gasoline-, diesel-, and oil-range organics (TPHs) using EPA Method 8015M, volatile organic compounds (VOCs) using EPA Method 8260B, CAM 17 metals (Metals) using EPA Method 6000/7000, and semi-volatile organics (SVOCs) using EPA Method 8270C. Based on field observations and photoionization detector readings, a total of five soil samples collected at 5 fbg will be analyzed for TPHs, VOCs, Metals, and SVOCs. All samples will be analyzed on a 48-hour turnaround time. Based on analytical results, a maximum of two soil samples collected at 10 fbg will be tested for TPHs, VOCs, Metals, and/or SVOCs.

A letter report summarizing field activities and analytical results will be provided to the City of Torrance.

Schedule:

AECOM will commence with project activities upon authorization of work from the City of Torrance. All project activities will be completed within 15 business days of initiation of project activities.

Cost:

A summary of costs is provided below:

Planning, H&S Plan, and Project Management	\$3,500
Field Reconnaissance and Utility Clearance.....	\$4,000
Fieldwork and Analytical Testing.....	\$23,000
Report Preparation.....	\$8,000
TOTAL COST ESTIMATE.....	\$38,500

Orders will be placed against this Blanket Purchase Order (BPO) on an as needed basis. Each time a delivery of specific items or service is requested, you will be contacted by the requesting department/division.

No items are to be shipped prior to authorization from the City's Warehouse Division. Unauthorized shipments will be returned to the vendor at no cost to the City.

You are not to release any goods or services beyond what is listed in this BPO. Goods and/or services issued by the vendor against the BPO that exceed the dollar amount shown on the BPO will not be considered an obligation for the City of Torrance. Requests for additional items and/or services are only authorized if they are requested in the form of a Change Order issued by the Purchasing Division of the City of Torrance.

To expedite payment, the BPO number must appear on all invoices, shipping documents and packages.

Quantities listed are anticipated usage quantities for the BPO period based upon historical usage. The City shall not be held responsible for the exact quantities used during the BPO period.

If you have any questions about this BPO, please feel free to contact the Purchasing Division at 310/618-5820. For questions about individual orders placed against this BPO, please contact Craig Bilezerian of the Public Works Department, phone #310/618-3054.

PURCHASE AGREEMENT TERMS AND CONDITIONS

(For Services Only)

DEFINITIONS: The following meanings are attached to the following defined words when used in these terms and conditions and the purchase agreement. The word "City" means the City of Torrance, California. The word "Vendor" or "Contractor" means the person, firm, or corporation providing goods or services to the City.

The word "purchase agreement" means the contract, purchase agreement or blanket purchase agreement issued to the vendor by the City.

INVOICES: Two copies of the invoice must be mailed to the City of Torrance Finance Department not later than the day after work is completed. Invoices must contain the purchase agreement number, scope of service, itemized prices and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Agreement.

ACCEPTANCE OF PURCHASE AGREEMENT: This purchase agreement constitutes the CITY's offer to the Vendor and becomes a binding contract upon acceptance by the Vendor by commencement of performance. Any terms or conditions (including price and dates of performance) proposed by the Vendor in accepting the CITY's offer, which are inconsistent with or in addition to the terms and conditions set forth in this purchase agreement, will be void and of no effect unless and to the extent expressly accepted by the CITY in writing.

CASH DISCOUNTS: The date used as the basis for cash discounts calculation is the date the work is completed or the date an acceptable invoice is received, whichever is later.

CHANGES: The CITY has the right by written notice to change the nature or extent of the work covered by the purchase agreement, or the drawings and specifications related to the work, or to suspend the work. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

TERMINATION OF PURCHASE AGREEMENT:

A. Termination without Cause.

Either party may terminate this Purchase Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Vendor must immediately cease all work or services except as may be specifically approved by the CITY. The Vendor will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

If either party fails to perform any term, covenant or condition in this Purchase Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform,

this Purchase Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

In the event this Purchase Agreement is terminated for cause by the default of the Vendor, the CITY may, at the expense of the Vendor and its surety, complete this Purchase Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Purchase Agreement, and the money payable will be forfeited to and remain the property of the CITY. All moneys due the Vendor under the terms of this Purchase Agreement will be retained by the CITY, but the retention will not release the Vendor and its surety from liability for the default. Under these circumstances, however, the Vendor and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Purchase Agreement Sum and any amount authorized for extra services.

Termination for cause will not affect or terminate any of the rights of the CITY as against the Vendor or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

c. Termination for Breach of Law.

In the event the Vendor or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or vendor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or for any other cause the CITY determines to be so serious and compelling as to affect the Vendor's responsibility as a public consultant or vendor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Purchase Agreement or to impose other sanctions (that may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until the Vendor has been given notice and an opportunity to present evidence in mitigation.

FORCE MAJEURE: If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of the cause for failure to perform.

RETENTION OF FUNDS: The Vendor authorizes the CITY to deduct from any amount payable to the Vendor (whether or not arising out of this Purchase Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of the Vendor's negligent acts or omissions or willful misconduct in performing or failing to perform the Vendor's obligations under this Purchase Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Vendor, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of the Vendor to insure, indemnify, and protect the CITY as elsewhere provided in this Purchase Agreement.

INDEPENDENT CONTRACTOR: The Vendor is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the Vendor or any of the Vendor's employees, except as otherwise set forth in this Purchase Agreement. The Vendor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

BUSINESS LICENSE: Prior to the award of a Purchase Agreement, you are required to have a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

OTHER LICENSES AND PERMITS: The Vendor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Purchase Agreement.

FAMILIARITY WITH WORK: By executing this Purchase Agreement, the Vendor warrants that the Vendor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, (c) fully understands the facilities, difficulties and restrictions attending performance of the services

under this Purchase Agreement and (d) has the necessary skills and expertise and adequate staffing to perform such services. If the services involve work upon any site, the Vendor warrants that the Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Purchase Agreement. Should the Vendor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Purchase Agreement, the Vendor must immediately inform the CITY of that fact and may not proceed except at the Vendor's risk until written instructions are received from the CITY.

CARE OF WORK: The Vendor must adopt reasonable methods and take reasonable steps during the life of the Purchase Agreement protect the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages. The Vendor will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS: The Vendor must keep and maintain accurate books and records at its principal place of business concerning the performance of services pursuant to this Purchase Agreement, including but not limited to records of accounts between the CITY and the Vendor, specifications and drawings relating to the services, and progress and inspection reports concerning the work performed. The CITY and/or its duly authorized representative (including independent certified public accountants), will have the right, during regular business hours to inspect the Vendor's books and records and to make copies of that information at the CITY's expense. The Vendor will maintain these records for three years after final payment..

INDEMNIFICATION: The Vendor will indemnify, defend, and hold harmless the CITY, the City Council, each of its members, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of the Vendor, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by the Vendor, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES: No officer or employee of the CITY will be personally liable to the Vendor, in the event of any default or breach by the CITY or for any amount that may become due to the Vendor.

INSURANCE:

- A. The Vendor must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
 - (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - (a) Primary Bodily Injury with limits of at least \$250,000 per person, \$500,000 per occurrence; and
 - (b) Primary Property Damage of at least \$100,000 per occurrence; or
 - (c) Combined single limits of \$500,000 per occurrence.
 - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$500,000 per occurrence.
 - (3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least \$500,000 per occurrence.
- B. The insurance provided by the Vendor will be primary and non-contributory.
- C. The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies
- D. The Vendor must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

SUFFICIENCY OF INSURERS AND SURETIES: Insurance or bonds required by this Purchase Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B" or better in the most recent

edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Purchase Agreement creates an increased or decreased risk of loss to CITY, the Vendor agrees that the minimum limits of the insurance policies and the performance bond required by this Purchase Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Vendor will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

CONFLICT OF INTEREST:

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Purchase Agreement, nor may any officer or employee participate in any decision relating to the Purchase Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

WARRANTY FOR SERVICE:

The Vendor warrants that:

1. The Vendor's performance of the services called for by this Purchase Agreement does not and must not violate or conflict with (1) any applicable law, rule, or regulation applicable to the Vendor, or (2) any contracts between the Vendor and any third parties: and
2. the services performed must be performed with professional diligence and skill: and
3. that in the event of a nonconformity or breach of any warranty herein, the Vendor must provide the services to the CITY necessary to correct or remedy any noncompliance or breach.

NOTICE:

- A. All notices, requests, demands, or other communications under this Purchase Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change.

PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING: This Purchase Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Purchase Agreement may not be assigned or subcontracted by either the CITY or the Vendor without the prior written consent of the other.

INTEGRATION; AMENDMENT: This Purchase Agreement represents the entire understanding of the CITY and the Vendor as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Agreement. The Purchase Agreement may not be modified or altered except in writing signed by both parties.

INTERPRETATION: The terms of this Purchase Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Agreement or any other rule of construction that might otherwise apply.

SEVERABILITY: If any part of this Purchase Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Purchase Agreement will remain in full force and effect.

TIME OF ESSENCE: Time is of the essence in the performance of this Purchase Agreement.

GOVERNING LAW; JURISDICTION: This Purchase Agreement will be administered and interpreted under the laws of the State of California. The parties consent to the jurisdiction of the state and federal courts located in Los Angeles County, California for the resolution of all disputes arising under this Purchase Agreement, and the parties agree that jurisdiction and venue for proceedings will lie exclusively with those courts. Service of process in any proceeding (including service of process for the institution of a proceeding) may be made by certified mail, return receipt requested, directed to the respective party.

COMPLIANCE WITH STATUTES AND REGULATIONS: The Vendor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

WAIVER OF BREACH: No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Purchase Agreement.

ATTORNEY'S FEES: In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Purchase Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Purchase Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

EDAW and AECOM Environment (AECOM) are pleased to submit this proposal for additional investigation based on the results of the Limited Phase II Soil Investigation completed in June 2009 in the City of Torrance utility easement and Right-of-Entry (ROE) at the Dow Chemical property located in Torrance, California. The following sections summarize the scope of work, schedule, and costs.

Scope of work:

In June 2009, AECOM completed a Limited Phase II Soil Investigation within the City of Torrance utility easement and ROE on the Dow Chemical Facility. Soil samples from ten soil boring locations were analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), CAM 17 metals, and total petroleum hydrocarbons as gasoline-, diesel-, and oil-range organics (TPH-GRO, DRO, and ORO, respectively). None of the compounds exceeded the regulatory guidelines except for the polycyclic aromatic hydrocarbon (PAH) benzo(b)fluoranthene. Benzo(b)fluoranthene concentrations in the samples collected at 1 foot below grade (fbg) at the westernmost boring location (DOW-SB1) and the location along the north side of the baseball field (DOW-SB4) exceeded its US EPA Regional Screening Levels (RSLs) for industrial soils and residential soils, respectively.

AECOM proposes to collect additional soil samples using hand augers around soil boring locations, DOW-SB1 and DOW-SB4, to investigate the vertical and lateral extent of PAH impacts, specifically benzo(b)fluoranthene. At each location, four additional hand auger borings will be advanced. One hand auger boring will be advanced adjacent to locations DOW-SB1 and DOW-SB4 and a soil sample collected at 3 fbg to investigate the vertical extent of impacts. Three additional hand auger borings will be advanced within a 5-foot radius of the locations DOW-SB1 and DOW-SB4 and samples collected at 1 fbg to investigate the lateral extent of PAH impacts. The soil samples will be placed in an ice-filled cooler and transported to TestAmerica, Inc., a state certified hazardous waste testing laboratory, located in Irvine, California, under standard chain-of-custody procedures. Soil samples will be analyzed for PAHs using EPA Method 8270C on a standard (10-day) turnaround time (TAT).

An addendum to the letter report dated June 30, 2009, summarizing additional field activities and analytical results, will be provided to the City of Torrance.

Schedule:

AECOM will commence with project activities upon authorization of work from the City of Torrance. All project activities will be completed within 15 business days of initiation of project activities.

Cost:

A summary of costs is provided below:

Project Management.....	\$600
Fieldwork*.....	\$1,840
Analytical Testing**.....	\$960
Report Preparation.....	\$2,000
TOTAL COST ESTIMATE.....	\$5,400

*Includes waste disposal costs

**Laboratory cost is based on a 10-day TAT. If 48-hour TAT is desired then laboratory cost will increase by \$720.00

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and EDAW, Inc., an AECOM company, a Delaware corporation. (“CONTRACTOR”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to perform limited remedial excavation services within the City of Torrance utility easement located at the Dow Chemical Facility located at 305 Crenshaw Boulevard, Torrance, CA.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

CONTRACTOR will provide the services listed in the Proposal attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Proposal will be performed in a competent, professional manner in accordance with generally accepted industry standards.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through 2 months from the Effective Date.

3. **COMPENSATION**

A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$23,400 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due within 30 days after the date of the invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third

party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Eric Wilson, Vice President
Mayra Alfaro, Business Manager

9 INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed,

and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, designated agents, employees and designated volunteers from and against any and all liability, expenses, including reasonable defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, property damage, or property loss to the extent caused by the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the negligence of

the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as negligent. Upon final judgment of a court finding CONTRACTOR and CITY indemnitee are found to be jointly, comparatively, or concurrently negligent or otherwise at fault with respect to a claim, CONTRACTOR's indemnity obligation will be reduced by the percentage of fault which it is determined by that the CITY indemnity has committed negligence.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR

EDAW, Inc., an AECOM company
 515 S. Flower St. 9th Floor
 Los Angeles, CA 90071
 Attn: Mayra Alfaro
 Fax: (213) 593-7715

CITY:

City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**
This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.
22. **INTEGRATION; AMENDMENT**
This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.
23. **INTERPRETATION**
The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.
24. **SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.
25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.
26. **GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.
27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.
28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

32. HAZARDOUS MATERIALS

Notwithstanding any other provision of this Agreement, the CONTRACTOR and CONTRACTOR's subcontractors shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, mold, or polychlorinated biphenyl (PCB). In no event shall CONTRACTOR take title to or generator status of any hazardous or non-hazardous waste.

CITY OF TORRANCE
a Municipal Corporation

EDAW, Inc., an AECOM company
a Delaware corporation

Frank Scotto, Mayor

By: _____
Eric Wilson
Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Proposal

Revised: 10/29/2008

EXHIBIT A
Proposal

AECOM Environment
3995 Via Oro Avenue, Long Beach, CA 90810
T 562.420.2933 F 562.420.2915 www.aecom.com

July 14, 2009

Ms. Elizabeth Overstreet
City of Torrance Public Works Department
20500 Madrona Avenue
Torrance, California 90503

**Subject: Proposal for Limited Remedial Excavation Services
Dow Chemical Facility
305 Crenshaw Boulevard
Torrance, California 90503**

Dear Ms. Overstreet,

AECOM Environment (AECOM) is pleased to submit this proposal for limited remedial excavation services within the City of Torrance utility easement at the Dow Chemical Facility located at 305 Crenshaw Boulevard, Torrance, California (Site).

During limited Phase II Investigations completed by AECOM in June and July 2009^{1,2} at the Site, two areas within the City of Torrance utility easement were found to contain certain polycyclic aromatic hydrocarbons (PAHs) that exceeded their US Environmental Protection Agency (USEPA) Regional Screening Levels (RSLs) for industrial and residential soil. As requested on July 9, 2009, AECOM has prepared this proposal for remedial excavation of these two areas within the City of Torrance utility easement. The following sections summarize the scope of work, schedule, and costs.

Scope of Work

Activities described in this section include fieldwork preparation, fieldwork, and reporting.

Fieldwork Preparation

- Modify the existing Project Specific Safety, Health, and Environmental (SH&E) Plan, which was drafted for the previous Limited Phase II Soil Investigations, to include activities associated with remedial excavation activities; and
- Notify the South Coast Air Quality Management District (SCAQMD) at least 48 hours prior to the commencement of excavation activities, per the requirements of SCAQMD Rule 1166.

¹ *Phase II Investigation Activities, Dow Chemical Facility, 305 Crenshaw Boulevard, Torrance, California.* Prepared by AECOM Environment, Long Beach, California. June 30, 2009.

² *Dow Chemical Facility Phase II Investigation – additional soil sample results.* E-mail communication with Beth Overstreet, City of Torrance, Public Works Department. July 8, 2009.

Ms. Elizabeth Overstreet
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Fieldwork

Excavation Activities

- AECOM will excavate soil in the areas surrounding soil borings DOW-SB1, located near the northwest corner of the Dow Chemical property, and DOW-SB4, located along the north side of the baseball field. It is assumed for the purposes of this cost estimate that each excavation will measure 10 feet by 10 feet to a depth of 3 feet below grade (fbg), as the lateral extent was not fully defined in the most recent Phase II investigation. The two excavation areas will be centered on soil borings DOW-SB1 and DOW-SB4;
- Monitor excavated soil for volatile organic compounds (VOCs), per the requirements of SCAQMD Rule 1166, using AECOM's Various Locations Soil Mitigation Plan;
- Dust suppression will be provided during excavation and soil loading activities (assumes that a water source with sufficient volume and pressure is in proximity to the work areas); and
- The excavation area will be secured with temporary construction fencing (orange fencing).

Confirmation Soil Sampling

- Five soil samples will be collected from each excavation: one sample from each of the excavation sidewalls and one sample from the base of each excavation;
- Soil samples will be collected, placed into a cooler with ice, and transported to TestAmerica Laboratory under standard chain-of-custody procedures. TestAmerica Laboratory is a California Department of Health Services Environmental Laboratory Accreditation Program (ELAP) certified laboratory located in Irvine, California; and
- Soil samples will be analyzed for polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270C on a 48-hour turnaround time.

Waste Management

- Excavated soil will be loaded during the excavation activities directly into two end-dump trucks onsite. (i.e., no stockpiling of soil on-site). It is assumed that up to 34 tons of soil will be excavated; and
- Following the completion of excavation activities, excavated soil will be transported to an appropriate disposal facility permitted to receive such waste.

Site Restoration

- Upon receipt of confirmation soil sample analytical results, each excavation area will be backfilled with imported virgin soil from a nearby quarry; and
- The excavation areas will then be compacted and rough graded using the equipment onsite. It is assumed that a compaction report will not be necessary for the areas excavated.

Reporting

- AECOM will prepare a report documenting remedial excavation activities, confirmation soil sampling results, waste management, and site restoration; and

Ms. Elizabeth Overstreet
Page 3

- AECOM will prepare a notification to the SCAQMD documenting results of VOC monitoring during excavation activities. The notification will be submitted within 30 days following the completion of excavation activities, per the requirements of SCAQMD Rule 1166.

Schedule

AECOM will initiate the above scope of work upon receipt of written approval of this proposal.

Cost

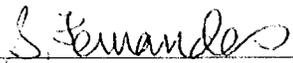
AECOM will perform the scope of work described herein for a fixed firm price of \$23,400. A cost breakdown is provided below:

Project Management	\$1,500
Planning and Fieldwork	\$11,900
Laboratory Testing	\$2,100
Reporting	\$4,000
Contingency (20%)	\$3,900
Total	\$23,400

Please note that the above scope of work and cost estimate assumes that confirmation soil sample results will indicate that no further remedial excavation is necessary. If additional excavation is necessary (to be determined in consultation with the City of Torrance), additional costs will be incurred and costs for this additional work will be discussed and approved by the City of Torrance prior to initiation of the additional work.

If you have any questions, please contact Samantha Fernandes at (562) 420-2933 or samantha.fernandes@aecom.com.

Sincerely yours,



Samantha Fernandes, PG
Senior Project Manager
samantha.fernandes@aecom.com



Frank Muramoto
Senior Program Manager
frank.muramoto@aecom.com

cc: Travis Taylor – AECOM
Daniel Buckley – AECOM
Eric Wilson – EDAW
Shannon Daniels – EDAW

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