

**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY
AGENDA SHEET**

SUBJECT: MOTION TO APPROVE AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING AND TESTING SERVICES AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT - (PACIFIC ECORISK)

**DATE: February 10, 2010
ITEM NO.: V-A
Submitted by: Donald K. Snaman**

AGENDA CLASSIFICATION

- | | |
|------------------------------------|---|
| <input type="checkbox"/> Policies | <input type="checkbox"/> Leases |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Construction |
| <input type="checkbox"/> Legal | <input type="checkbox"/> Maintenance |
| <input type="checkbox"/> Personnel | <input checked="" type="checkbox"/> Other |

PROGRAM AREA

- | |
|--|
| <input type="checkbox"/> General Operations |
| <input checked="" type="checkbox"/> Marine Terminal Operations |
| <input type="checkbox"/> Yacht Harbor Operations |
| <input type="checkbox"/> Property Management |
| <input type="checkbox"/> Administration |

BACKGROUND

In late 2006, the Port executed a professional services agreement with Pacific EcoRisk to perform sampling and analytical services to characterize sediments from berth maintenance dredging of wharves 1, 2, 3, &4. The goal of the characterization was to determine the appropriate disposal site of the dredged sediments. Initial sampling was performed in February 2007 and found minor amounts of polycyclic aromatic hydrocarbons (PAH's). Further sampling and analyses in October and December 2007 determined the specific areas of PAH-contaminated sediments that needed to be disposed at an upland location. In April 2008, the Dredge Material Management Office (DMMO) approved the dredging and disposal plan, allowing most areas of the berths to be disposed at the Alcatraz Island disposal site, and the remaining sediments contaminated with PAH's disposed at an upland location. The Port was not able to find a suitable upland disposal location by the fall of 2008 and plans to dredge the berths were postponed until the summer of 2009, when the environmental work windows reopened.

In the summer of 2009, the Port notified the DMMO of its intentions to dredge the berths based on the results of the approved April 2008 plan. Due to the amount of sediments at the berths nearly doubling (~20,000 cy to ~40,000 cy) since the original sampling and analysis program began in 2006, the DMMO requested additional testing information of the older sediments and the newly deposited sediments. It was determined at this time, there was insufficient time to sample, analyze, and obtain approval for a revised plan. During informal discussions with DMMO, we were better able to understand the sampling and analytical requirements necessary for both the older characterized sediments and the newer uncharacterized sediments. The biggest concern with DMMO was to confirm the existence of the pre-characterized sediments contaminated with PAH's. Based on discussions with the Port's engineering consultant for the public works dredging contract (Moffatt & Nichol) and Pacific EcoRisk, a strategy of sampling and analyses was developed to meet the requirements of DMMO for all disposal options, including Alcatraz, deep ocean, Hamilton, Montezuma, Bair Island, and upland.

Executive Director's Approval _____ Date _____

February 10, 2010

ITEM V.-A (cont): MOTION TO APPROVE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT - (PACIFIC ECORISK)

Page 2.

Pacific EcoRisk was requested to submit a proposal to provide professional services to perform sampling and analyses of the berth sediments, and to prepare and present reports to the DMMO of the proposed plan and results. The attached proposal details all of the sampling necessary to characterize all of those sediments for the least cost disposal alternative(s). The strategy is to collect all of the samples reasonably expected to be required, yet only analyze certain samples based on the most likely disposal option. For instance, the majority of PAH-contaminated sediments were located at wharves 3 and 4. It may be determined that those sediments need to be characterized for the deep ocean disposal alternative and the sediments from wharves 1 and 2 need to be characterized for disposal at Alcatraz. Only one set of samples would need to be analyzed, instead of the 2 sets in the proposal (wharves 1 & 2 would be one set and wharves 3 & 4 would be another set). If there needs to be a change in the information required due to a change in the disposal site, the samples are already on hand and preserved for further analyses. This would save on the time an expense to mobilize for the sampling services.

The services described in the attached proposal will be billed on a time and materials amount not to exceed \$106,715. Port staff has reviewed and recommends execution of the professional services agreement with Pacific EcoRisk.

Executive Director's Approval _____ Date _____

AGREEMENT

Professional Environmental Consulting and Testing Services

(Pacific Ecorisk, Inc.)

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the Port of Redwood City, a municipal corporation of the State of California ("Port"), and Pacific Ecorisk, Inc. dba Pacific EcoRisk ("Consultant");

WITNESSETH:

WHEREAS, Port requires the preparation of reports, toxicity testing and other analyses in connection with the maintenance dredging of wharves 1, 2, 3, and 4 at the Port of Redwood (the "Project"); and

WHEREAS, in connection with the Project, the Port requires professional environmental consulting and testing services; and

WHEREAS, Consultant represents that it possesses the experience, and is qualified to perform the aforesaid services for the Project;

NOW, THEREFORE, the parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** Consultant shall to perform environmental consulting, sampling, testing and analytical services and related services, as described in Exhibit "A" dated January 27, 2010, attached hereto and by this reference incorporated herein.

2. **COMPENSATION; EXPENSES; PAYMENT.** Port shall compensate Consultant for all services performed by Consultant hereunder in an amount based upon Consultant's hourly rates shown on Exhibit "A."

5. **STATUS**. In the performance of services hereunder, Consultant shall be, and is, an independent contractor, and shall not be deemed to be an employee or agent of Port.

6. **PERFORMANCE STANDARDS**. In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of expert consulting engineering and design services similar to those to be performed by Consultant hereunder.

7. **DOCUMENTS**. All documents, reports, analyses, or other papers (the "Documents") or copies thereof, as finally rendered, prepared by Consultant pursuant to the terms of this Agreement, shall, upon preparation, become the property of Port.

8. **SCHEDULE**. The tasks described herein shall be undertaken and pursued in the most expeditious manner. Port shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges to Port the importance of Port's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. Port understands, however, that Consultant's performance must be governed by sound professional practices.

of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, Indemnitees, caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of Consultant, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of Consultant 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; provided, however, that nothing herein contained shall be construed to require Consultant to indemnify Indemnitees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. INSURANCE. Consultant shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to Consultant's services to be performed hereunder covering Port's risks in form subject to the approval of the Port Executive Director. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000 per accident,

maintained by the City of Redwood City, its Council, Port, its Board, and their respective officers, boards, commissions, employees, or agents shall be in excess of Consultant's insurance and not contributory with it.

13. **COVENANT AGAINST CONTINGENT FEES**. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, Port shall have the right to annul this Agreement without liability, or at Port's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. **NOTICES**. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant to:

Pacific EcoRisk
2250 Cordelia Road
Fairfield, CA 94534

and, in the case of Port, to:

Port of Redwood City
675 Seaport Boulevard
Redwood City, CA 94063

Pacific EcoRisk
 2250 Cordelia Road
 Fairfield, CA 94534
 PH (707) 207-7760
 PH (707) 207-7916

Quote

Quote #:	N/A
Date:	1/27/10
Good For:	

Prepared For:

Port of Redwood City
 675 Seaport Blvd
 Redwood City, CA 944063

Contact: Don Snaman
 Phone: (650) 306-4150, x12
 Fax:

Ocean Disposal/Montezuma Testing -2 composite samples and a Z-layer composite sample for chemistry only.
Additional Testing for In-Bay Disposal - included sampling of 31 stations with top and bottom of each analyzed for PAHs

Service	Quantity	Unit	Service Fee	Net Fee
Consulting Services				
SAP Preparation (Jeff Cotsifas)	20	hr	\$185.00	\$3,700.00
SAP Preparation (Scott Ogle)	3	hr	\$195.00	\$585.00
Map Preparation for SAP and Report (CAD file provided by client)	6	hr	\$85.00	\$510.00
Presentation of SAP at DMMO meeting at 4 hrs/meeting (includes all travel time)	4	hr	\$185.00	\$740.00
Data Report Preparation (Jeff Cotsifas)	8	hr	\$185.00	\$1,480.00
Data Report Preparation (Staff Scientist)	14	hr	\$95.00	\$1,330.00
Data Report Preparation (Scott Ogle)	2	hr	\$195.00	\$390.00
Presentation of Report at DMMO meeting at 4 hrs/meeting (includes all travel	4	hr	\$185.00	\$740.00
Sampling (via Vibracore)				
Boat (includes vibracore rental, mobilization/demobilization)	1	day	\$7,350.00	\$7,350.00
Boat, vibracore rental additional days	1	day	\$4,500.00	TBD
PER Field Lead	10	hr	\$95.00	\$950.00
PER Field Scientist	10	hr	\$75.00	\$750.00
General Sampling Supplies	3	ea	\$200.00	\$600.00
Compositing and Preparation of Samples for Shipping	8	hr	\$65.00	\$520.00
Analytical Chemistry Sediments				
Composite sediments analytical chemistry	2	ea	\$1,200.00	\$2,400.00
Z-Layer chemistry (additional requirement by DMMO)	2	ea	\$1,200.00	\$2,400.00
Shipping	1	ea	\$100.00	\$100.00
Toxicity Testing Services				
LSP (elutriate) Water Column Test with <i>Mytilus sp.</i> (blue mussel)	2	ea	\$1,300.00	\$2,600.00
LSP (elutriate) Water Column Test with <i>Americamysis bahia</i>	2	ea	\$750.00	\$1,500.00
LSP (elutriate) Water Column Test with <i>Menidia beryllina</i>	2	ea	\$750.00	\$1,500.00
10-day Whole Sediment Amphipod Test using <i>Ampelisca abdita</i>	2	ea	\$900.00	\$1,800.00
10-day Whole Sediment Polychaete Test using <i>Neanthes arenaceodentata</i>	2	ea	\$900.00	\$1,800.00
Reference Toxicant Toxicity Testing Services				
Reference Toxicant Test with <i>Mytilus sp.</i> (blue mussel)	1	ea	\$1,040.00	\$1,040.00
Reference Toxicant Test with <i>Americamysis bahia</i>	1	ea	\$450.00	\$450.00
Reference Toxicant Test with <i>Menidia beryllina</i>	1	ea	\$550.00	\$550.00
Reference Toxicant Test using <i>Ampelisca abdita</i>	1	ea	\$525.00	\$525.00
Reference Toxicant Test using <i>Neanthes arenaceodentata</i>	1	ea	\$525.00	\$525.00
Ammonia Analysis-10 day Sediment Toxicity Tests				
Ammonia analysis (solid phase toxicity testing) Day 0 and Day 10	8	ea	\$15.00	\$120.00
Bioaccumulation Testing				
28-day Sediment Bioaccumulation Test with the polychaete <i>Nereis virens</i>	2	ea	\$2,250.00	\$4,500.00
28-day Sediment Bioaccumulation Test with the bivalve <i>Macoma nasuta</i>	2	ea	\$2,160.00	\$4,320.00
Analytical Chemistry Tissues				
Tissues analysis for PAHs, % Lipids (3 samples x 5 reps x 2 species)	30	ea	\$350.00	\$10,500.00

Ammonia Analysis-Bioaccumulation Testing				
Ammonia analysis bioaccumulation testing Day 0, 7, 14, 21 and Day 28	30	ea	\$15.00	\$450.00
DI-WET Testing (Disposal at Montezuma)				
Chemical analysis of same compounds measured in sediment	2	ea	\$1,200.00	\$2,400.00
Additional Porewater Analysis				
Any renewal of overlying water required to reduce sediment ammonia levels will be billed on \$15/water change/site). Additional ammonia and /or sulfide measurements will be billed at \$10/analysis.	TBD	ea	TBD	TBD
	Sub-total		\$59,125.00	
Additional Testing for In-Bay Disposal				
Sampling				
Boat, vibracore rental additional days (assumes samples collected for ocean testing)	2	day	\$4,500.00	\$9,000.00
PER Field Lead	20	hr	\$95.00	\$1,900.00
PER Field Scientist	20	hr	\$75.00	\$1,500.00
General Sampling Supplies	3	ea	\$200.00	\$600.00
Compositing and Preparation of Samples for Shipping	8	hr	\$65.00	\$520.00
Analytical Chemistry				
Analytical Chemistry PAHs Top and Bottom from same sites as in 2008	62	ea	\$275.00	\$17,050.00
Analytical Chemistry full ITM on composite sample of top sediments only	2	ea	\$1,200.00	\$2,400.00
Toxicity Testing Services (performed on composite sample of top sediments only)				
LSP (elutriate) Water Column Test with <i>Mytilus sp.</i> (blue mussel)	2	ea	\$1,300.00	\$2,600.00
10-day Whole Sediment Amphipod Test using <i>Ampelisca abdita</i>	2	ea	\$900.00	\$1,800.00
10-day Whole Sediment Polychaete Test using <i>Neanthes arenaceodentata</i>	2	ea	\$900.00	\$1,800.00
	Sub-total		\$39,170.00	
Reference Site Sampling and Testing (optional)				
Boat and Reference Sediment Collection at SF-11	1	ea	\$1,600.00	\$1,600.00
10-day Whole Sediment Amphipod Test using <i>Ampelisca abdita</i>	1	ea	\$850.00	\$850.00
10-day Whole Sediment Polychaete Test using <i>Neanthes arenaceodentata</i>	1	ea	\$850.00	\$850.00
	Sub-total		\$3,300.00	
G&A on Non-PER Services				
(includes boat rental for berth sampling, and analytical chemistry services for site)	1	10%	\$51,200.00	\$5,120.00
Shipping				
Direct cost	1		TBD	TBD
Estimated Total			\$106,715.00	

Notes and Assumptions:

Turnaround Time:
 Standard TAT is 21 calendar days from last set of toxicity tests.
 TAT 10 calendar days - 25% surcharge.
 TAT 7 calendar days - 50% surcharge.
 Rush TAT 24 hours - 100% surcharge.

Acceptance Signature: _____ Date: _____
 Print Name: _____

SAMPLE FORM - EXHIBIT "B"

PACIFIC ECORISK

Environmental Consulting and Testing
 2250 Cordelia Road, Fairfield, CA 94534
 Ph: (707) 207-7760 Fax: (707) 207-7916

INVOICE

Date	Invoice #
2/4/10	6594

Invoice to
Port of Redwood City Accounts Payable 675 Seaport Boulevard Redwood City, CA 94063

Prepared for
Don Snaman Port of Redwood City 675 Seaport Boulevard Redwood City, CA 94063

PER PROJECT NO.	TERMS	PO/CONTRACT NO:
	Net 30	AGMT Jan 2010

Service	Qty	Unit	Unit Fee	Net Fee
Consulting Services				
SAP Preparation - Jeffrey S. Cotsifas	20	hour(s)	185.00	3,700.00
SAP Preparation - Dr. R. Scott Ogle	3	hour(s)	195.00	585.00
Map Preparation for SAP and Report (CAD file provided by client)	6	hour(s)	85.00	510.00
Presentation of Report at DMMO meeting (includes all travel time)	4	hour(s)	185.00	740.00
Data Report Preparation - Staff Scientist	14	hour(s)	95.00	1,330.00
Data Report Preparation - Jeffrey S. Cotsifas	8	hour(s)	185.00	1,480.00
Data Report Preparation - Dr. R. Scott Ogle	2	hour(s)	195.00	390.00
Presentation of Report at DMMO meeting (includes all travel time)	4	hour(s)	185.00	740.00
Sampling (via Vibracore)				
Boat (includes vibracore rental, mobilization/demobilization)	1	day	7,350.00	7,350.00
Boat, vibracore rental additional days - TBD	0	day	4,500.00	0.00
PER Field Lead	10	hour(s)	95.00	950.00
PER Field Scientist	10	hour(s)	75.00	750.00
General Sampling Supplies	3	each	200.00	600.00
Compositing and Preparation of Samples for Shipping	8	hour(s)	65.00	520.00
Analytical Chemistry Sediments				
Composite sediments analytical chemistry	2	each	1,200.00	2,400.00
Z-Layer chemistry (additional requirement by DMMO)	2	each	1,200.00	2,400.00
Shipping	1	each	100.00	100.00
Toxicity Testing Services				
LSP (elutriate) Water Column Test with Mytilus sp (mussel)	2	each	1,300.00	2,600.00
LSP (elutriate) Water Column Test with Americamysis bahia (mysid)	2	each	750.00	1,500.00
LSP (elutriate) Water Column Test with Menidia beryllina (inland silverside)	2	each	750.00	1,500.00
10-day Whole Sediment Amphipod Test using Ampelisca abdita	2	each	900.00	1,800.00
10-day Whole Sediment Polychaete Test with Neanthes arenaceodentata	2	each	900.00	1,800.00
Reference Toxicant Toxicity Testing Services				
Reference Toxicant Test with the bivalve Mytilus sp.	1	each	1,040.00	1,040.00
Reference Toxicant Test with Americamysis bahia	1	each	450.00	450.00
Total				

PACIFIC ECORISK

Environmental Consulting and Testing
 2250 Cordelia Road, Fairfield, CA 94534
 Ph: (707) 207-7760 Fax: (707) 207-7916

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Prepared for
Don Snaman Port of Redwood City 675 Seaport Boulevard Redwood City, CA 94063

PER PROJECT NO.	TERMS	PO/CONTRACT NO:
	Net 30	AGMT Jan 2010

Service	Qty	Unit	Unit Fee	Net Fee
Reference Toxicant Test with Menidia beryllina	1	each	550.00	550.00
Reference Toxicant Test Using Ampelisca abdita	1	each	525.00	525.00
Reference Toxicant Test with using Neanthes arenaceodentata	1	each	525.00	525.00
Ammonia Analysis - 10 day Sediment Toxicity Tests Ammonia analysis (solid phase toxicity testing) Day 0 and Day 10	8	each	15.00	120.00
Bioaccumulation Testing				
28-day Sediment Bioaccumulation Test with the polychaete Nereis virens	2	each	2,250.00	4,500.00
28-day Sediment Bioaccumulation Test with the bivalve Macoma Nasuta	2	each	2,160.00	4,320.00
Analytical Chemistry Tissues Tissue analysis for PAHs, % Lipids (3 samples x 5 reps x 2 species)	30	each	350.00	10,500.00
Ammonia Analysis-Bioaccumulation Testing Ammonia analysis bioaccumulation testing Day 0, 7, 14, 21, and Day 28	30	each	15.00	450.00
DI-WET Testing (Disposal at Montezuma) Chemical analysis of same compounds measured in sediment	2	each	1,200.00	2,400.00
Additional Porewater Analysis Any renewal of overlying water required to reduce sediment ammonia levels will be billed on \$15/water change/site. Additional ammonia and / or sulfide measurements will be billed at \$10/analysis.		TBD	0.00	0.00
SUBTOTAL				59,125.00
ADDITIONAL TESTING FOR IN-BAY DISPOSAL				
Sampling Boat, vibracore rental additional days (assumes samples collected for ocean testing)	2	day	4,500.00	9,000.00
PER Field Lead	20	hour(s)	95.00	1,900.00
Total				

PACIFIC ECORISK

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Don Snaman Port of Redwood City 675 Seaport Boulevard Redwood City, CA 94063

PER PROJECT NO.	TERMS	PO/CONTRACT NO:
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Service	Qty	Unit	Unit Fee	Net Fee
PER Field Scientist	20	hour(s)	75.00	1,500.00
General Sampling Supplies	3	each	200.00	600.00
Compositing and Preparation of Samples for Shipping	8	hour(s)	65.00	520.00
Analytical Chemistry				
Analytical Chemistry PAHs Top and Bottom from same sites as in 2008	62	each	275.00	17,050.00
Analytical Chemistry full ITM on composite sample of top sediments only	2	each	1,200.00	2,400.00
Toxicity Testing Services (performed on composite sample of top sediments only)				
LSP (elutriate) Water Column Test with Mytilus sp (mussel)	2	each	1,300.00	2,600.00
10-day Whole Sediment Amphipod Test using Ampelisca abdita	2	each	900.00	1,800.00
10-day Whole Sediment Polychaete Test with Neanthes arenaceodentata	2	each	900.00	1,800.00
Subtotal				39,170.00
Reference Site Sampling and Testing (optional)				
Boat and Reference Sediment Collection at SF-11	1	each	1,600.00	1,600.00
10-day Whole Sediment Amphipod Test using Ampelisca abdita	1	each	850.00	850.00
10-day Whole Sediment Polychaete Test with Neanthes arenaceodentata	1	each	850.00	850.00
Subtotal				3,300.00
G&A on Non-PER Services (includes boat rental for berth sampling, and analytical chemistry services for site)	0.1	10%	51,200.00	5,120.00
Shipping		TBD	0.00	0.00
Total				\$106,715.00