



**Main Office - Department of Housing**  
264 Harbor Blvd., Building A Belmont, CA 94002-017

**Housing Community Development**  
Tel: (650) 802-5050

**Housing Authority of the County of San Mateo**  
Tel: (650) 802-3300

**Board of Supervisors:**

Dave Pine  
Carole Groom  
Don Horsley  
Warren Slocum  
David Canepa

**Director:** Kenneth Cole

April 29, 2019

Peter Cusack, Vice President  
Langan Engineering and Environmental Services, Inc. – Indoor Air Sampling at Midway Village  
1 Almaden Blvd., Suite 590  
San Jose, CA 95113

RE: Agreement #79000-19-D037

Dear Peter Cusack,

Enclosed please find the executed agreement for FY 2018/2019 referenced above for the period of February 20, 2019 through February 19, 2020.

Please be reminded that the maximum amount you will be reimbursed for the above period is \$69,900. Please reference the above Agreement number on all invoices and pertinent documents.

If you have any questions you can contact Barbara Deffenderfer by telephone at (650) 802-3354 or email at [bdeffenderfer@smchousing.org](mailto:bdeffenderfer@smchousing.org).

Sincerely,

Simone Woods  
Office Specialist

enc.

**AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES INC.**

This Agreement is entered into this 22 day of April, 2019, by and between the Housing Authority of the County of San Mateo, a public body, corporate and politic, hereinafter called "HACSM," and Langan Engineering and Environmental Services, Inc., hereinafter called "Contractor."

\* \* \*

WHEREAS, HACSM owns fee title to certain real property consisting of approximately twelve (12) acres located at 45 and 47 Midway Drive (Site), in the City of Daly City, County of San Mateo, State of California (the "Midway Village Property"); and

WHEREAS, the Midway Village Property is improved with an aging affordable housing rental development containing one hundred fifty (150) affordable units and commonly known as "Midway Village" ("Midway Village"), a childcare center ("Childcare Center"), a community center ("Community Center"), and the Midway Village offices ("Midway Village Offices"); and

WHEREAS, approximately 150 households reside at Midway Village ("Current Residents"); and

WHEREAS, on January 23, 2018, the San Mateo County Board of Supervisors, sitting as the Board of Commissioners of the Housing Authority of the County of San Mateo ("HACSM"), authorized HACSM to enter into an exclusive negotiating rights agreement with MidPen Housing Corporation ("Developer") for the purpose of negotiating an agreement that would set forth the terms and conditions for the redevelopment of the Midway Village Property to Developer, in phases, and Developer's redevelopment and operation of Midway Village;

WHEREAS, Developer selected Langan Engineering and Environmental Services ("Langan" or "Contractor") through a competitive process to undertake certain environmental testing tasks related to the redevelopment of the Midway Village Property; and

WHEREAS, soil gas investigations undertaken by Contractor in December 2018 detected manufactured gas plant (MGP) related volatile organic compounds ("VOCs") in the soil gas samples at concentrations that exceeded established soil gas screening levels; and

WHEREAS, on January 14, 2019, Department of Toxic Substance Control ("DTSC"), HACSM, Developer, and Contractor discussed the soil gas analytical results and recommendations for additional sampling at the site, and DTSC recommended performing indoor air and sub-slab sampling to evaluate if MGP related VOCs, are migrating from the subsurface into the on-Site residential, community, and office buildings at concentrations which may pose a risk to Current Residents.; and

WHEREAS, on January 14, 2019, DTSC recommendations included immediate initiation of the indoor air and sub-slab sampling immediate due to the potential health and safety risks to Current Residents; and

WHEREAS, it is necessary and desirable to retain Contractor for indoor air and sub-slab sampling at Site due to Contractor's familiarity with Site and its contaminants which will serve to expedite the indoor air and sub-slab testing; and

WHEREAS, on or around February 20, 2019, DTSC approved HACSM's work plan for indoor air and sub-slab sampling at Midway Village in order to investigate the health and safety conditions for Current Residents; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of undertaking indoor air and sub-slab sampling at Midway Village Property.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Exhibit C—General Terms and Conditions  
Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed **Sixty-Nine Thousand Nine Hundred (\$69,900)**. In the event that HACSM makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by HACSM at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 20, 2019, through February 19, 2020.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director of the Department of Housing or her/his designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

HACSM may terminate this Agreement for cause. In order to terminate for cause, HACSM must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, HACSM may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that HACSM provides notice of an alleged breach pursuant to this section, HACSM may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. HACSM has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and HACSM shall use reasonable judgment in making that determination.

## **6. Contract Materials**

Provided Contractor is timely paid all amounts due to it under this Agreement, at the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of HACSM and shall be promptly delivered to HACSM. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **7. 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 HACSM and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of HACSM employees.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless HACSM and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement ("Claims") brought for, or on account of, any of the following, to the extent caused by the willful misconduct or negligent acts, errors or omissions of Contractor:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 HACSM and/or its officers, agents, employees, or servants. However,

Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which HACSM has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 HACSM. Any such assignment or subcontract without HACSM's prior written consent shall give HACSM the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County of San Mateo Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish HACSM with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement to Contractor's Commercial General Liability coverage to include the contractual liability pursuant to standard ISO policy form CG 00 01. These policies shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to HACSM of any cancellation or non-renewal of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Commercial General and Automobile Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such Commercial General and Automobile liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Automobile liability insurance shall be combined single limit bodily injury and property damage for each occurrence and the general and automobile liability policies shall provide limits as specified below:

- (a) Comprehensive Commercial General Liability... \$1,000,000 each occurrence and \$2,000,000 general aggregate
- (b) Motor Vehicle Liability Insurance... \$1,000,000 each accident

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

#### **d. Professional Liability Insurance**

Contractor shall maintain during the term of this Agreement professional liability covering Contractor's negligent acts, errors and omissions in the performance of professional services under this Agreement with limits of \$1,000,000 per claim and in the aggregate.

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 non-renewed or canceled, HACSM, 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 and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

Contractor shall exercise the Standard of Care as defined in Exhibit B to perform all services pursuant to this Agreement. In addition, 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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or HACSM 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. 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 HACSM upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide HACSM with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of HACSM.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a HACSM contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after HACSM makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by HACSM, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by HACSM.

(c) Contractor agrees upon reasonable notice to provide to HACSM, to any Federal or State department having monitoring or review authority, to HACSM's authorized representative, and/or to any of their

respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of HACSM, to:

Name/Title: Ken Cole, Executive Director  
Address: 264 Harbor Blvd., Bldg. A, Belmont, CA 94002  
Telephone: 650-802-5024  
Email: [kcole@smchousing.org](mailto:kcole@smchousing.org)

In the case of Contractor, to:

Name/Title: Peter Cusack, Vice President  
Address: 1 Almaden Boulevard, Suite 590, San Jose, CA 95113  
Telephone: 408.283.3600  
Email: [pcusack@Langan.com](mailto:pcusack@Langan.com)

**18. Electronic Signature**

Both HACSM and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor will assist HACSM to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement

**20. Limitation of Liability**

To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor and its officers, directors, partners, employees, agents, and subconsultants, to HACSM, and anyone claiming through or under HACSM, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Contractor or \$100,000, whichever is greater.

**21. Mutual Waiver of Consequential Damages**

Contractor and HACSM waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the services provided by Contractor, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

\* \* \*

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE HACSM PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

  
Contractor Signature

4/22/19  
Date

Peter J. Cusack  
Contractor Name (please print)

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For Housing Authority of the County of San Mateo:

  
Ken Cole  
Executive Director  
Housing Authority of County of San  
Mateo

4/29/19  
Date

Ken Cole  
Purchasing Agent Name (please print)  
Housing Authority of the County of San Mateo

EXEC. DIR.  
Purchasing Agent Job Title (please print)  
Housing Authority of the County of San Mateo

## Exhibit A

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

### **Task 1 – Indoor Air and Sub-Slab Sampling and Analysis Work Plan**

On 31 January 2019, Langan prepared an Indoor Air and Sub-Slab Sampling and Analysis Work Plan, Midway Bayshore Village Redevelopment, 45 and 47 Midway Drive, Daly City, California (“Work Plan”) for the sampling and analysis of indoor air, ambient air, sub-slab, ambient air samples, and data evaluation at the site. The Work Plan detailed the proposed building survey, field sampling procedures, proposed sample locations for indoor, ambient air and sub slab samples. The Work Plan was submitted to DTSC for review and approval. This task also includes revising the Work Plan in accordance with DTSC’s Work Plan comments in their email dated 5 February 2019.

### **Task 2 – Building Survey and Inventory**

Prior to completing Task 3, a building survey will be completed within each building that is proposed for indoor air sampling, as discussed below. A survey questionnaire of the building condition, use, and chemicals present will be completed using a standardized form created by Langan. The objective of the building survey is to identify appropriate indoor and sub-slab vapor sampling locations. Contractor assume that building surveys will be conducted on two separate mobilizations. The building survey for the Community Center, the Childcare Center and the Midway Village Offices will be completed in one day on the weekend. The building survey and second mobilization for the residential units will be completed in one day between Monday and Friday.

During the building survey, the following information will be documented and/or inventoried:

- Observations of building exterior and interior;
- Chemical use and storage;
- Presence of floor drains;
- Concrete floor slab conditions, where observation is possible;
- Presence of and operational parameters for heating ventilation and air conditioning (HVAC) units;
- Where applicable, workers and type of work conducted within the building;
- Preferential pathway, if applicable (i.e. gaps, cracks, piping, utility lines, dewatering systems, fire suppression system piping, etc.) identification; and
- Potential indoor sources of VOCs.

Field screening will be conducted using a photoionization detector (“PID”) – ppbRAE Plus – with a detection limit in the low parts per billion (ppb) range to evaluate possible vapor intrusion pathways and identify locations with the greatest vapor intrusion potential.

### **Task 3 - Indoor Air, Pathway and Ambient Air Sampling and Analysis**

Langan proposes to collect a total of 13 indoor air samples. As discussed above, the indoor air sample locations will be chosen based on the results of the building survey and/or tenant approval to access their residences.

All indoor air samples will be collected using a 6-liter Selective Ion Monitoring (“SIM”) certified summa canister with a flow controller provided by a State of California certified laboratory. The sample will be

collected from the general breathing zone (i.e., three to five feet above finished- floor level) under normal operating conditions. As requested by DTSC, 8-hour flow controllers will be used to collect indoor air samples collected from the Community Center, the Childcare Center and the Midway Village Offices, and 24-hour flow controllers will be used to collect indoor air samples from the residences.

Due to the multitude of influences that could affect indoor air quality, two ambient air samples per mobilization will also be collected from outside the buildings to evaluate potential VOC sources in ambient air. The ambient air results will provide a comparison to what was detected in the indoor air samples. These samples will be collected at the same time as the indoor air samples and will follow the same sampling methodology outlined above. Following sampling activities, meteorological data will also be noted on the field forms using information from Daly City's online weather app. For quality assurance and quality control ("QA/QC"), up to two duplicate samples or one sample per mobilization will also be collected. Following the sample collection, the summa canisters will be delivered under chain of custody protocol ("COC") to a State of California-certified laboratory and analyzed for VOCs using EPA Method TO-15 SIM.

Indoor air sampling will require two full time days to complete, assuming one day to complete indoor air sampling at the Community Center, Childcare Center, and Midway Village Offices, and one day to complete the sampling at the residences.

#### **Task 4 - Sub-slab Vapor Sampling**

Langan proposes to collect a total of 13 sub-slab vapor samples to assess the sub-slab VOC concentrations, and potential indoor sources of VOCs. Considering the potential for cross-contamination between the collection of indoor air sample collection and sub-slab sample collection, Langan proposes to collect the sub-slab vapor samples one day following the collection of the indoor air samples. This timeline may be adjusted based on access approval from the residences.

All sub-slab samples will be collected using a 1-liter SIM certified summa canister with a flow controller provided by a State of California certified laboratory. Sub-slab samples will be collected using Vapor Pins™ manufactured by and in accordance with Cox-Colvin and Associates Incorporated's Standard Operating Procedure Installation and Extraction of the Vapor Pins™ and in general accordance with DTSC's documents entitled "Advisory – Active Soil Gas Investigation" dated April 2012 and "Final, Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" dated October 2011. Vapor Pins™ allow for easy installation and removal and provide an air-tight seal between the slab and the exterior of the pin. New silicone sleeves will be used at each sample location and discarded following the initial use. For QA/QC, up to two duplicate samples or one sample per mobilization will be collected. Sub-slab vapor samples will be delivered under COC protocol to a State of California-certified laboratory and analyzed for VOCs, using EPA Method TO-15 SIM.

Sub-slab will require two to three full time days to complete, assuming one day to complete indoor air sampling at the Community Center, the Childcare Center and the Midway Village Offices, and one to two days to complete the sampling at the residences.

#### **Task 5 - Evaluate Results and Prepare Letter Report**

The indoor, ambient air and sub-slab sampling results will be compared to modified residential soil gas screening levels as discussed in Langan's 31 January 2019 Work Plan. The analytical results will be presented in a letter report and submitted to DTSC. A description of the investigation procedures and analytical results, a figure depicting the soil gas sample locations, a summary the analytical data, and the laboratory analytical results will all be included in the letter report.

#### **Task 6 – Meetings and Consultation**

This task includes the following conference calls to date with DTSC:

- 15 January 2019 conference call with DTSC to discuss proposed indoor sampling work plan and procedures.
- 18 January 2019 conference call with DTSC regarding the five-year review and 2002 Indoor Air Sampling report.
- 23 January 2019 conference call with DTSC to discuss indoor air sampling procedures and schedule.

This task also includes on-going consulting with HACSM regarding indoor air and sub- slab sampling schedule and procedures: assisting HACSM with public notification, including a fact sheet identifying household practices that contain volatile organic chemicals; preparing instructions to occupants prior to indoor air and sub-slab sampling; and preparing written information concerning the sampling procedures.

Up to three additional meetings and/or conference calls with DTSC and/or HACSM may be required to discuss results of indoor air and sub-slab sampling and to discuss potential next steps.

#### **SCHEDULE**

The sampling efforts will require two mobilizations and five to six days to complete. Based on discussions with DTSC and HACSM, the building survey, indoor air and sub-slab sampling for the Community Center, the Childcare Center and the Midway Village Offices will be completed on 9 and 10 February 2019, respectively. For the residential units, the building survey, indoor air sampling, and sub-slab sampling will be completed the week of 18 February 2019, in which dates will be determined.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, HACSM shall pay Contractor based on the following fee schedule and terms:

**FEE**

The total amount for this Agreement shall not exceed \$69,900. This total amount will not be exceeded without a written amendment executed by the parties.

<b>Task</b>		<b>Estimated Fee</b>
Task 1	<b>Indoor Air and Sub Slab Sampling Work Plan</b>	<b>\$7,500</b>
Task 2	<b>Building Surveys</b> Field Investigation (Sampling and Equipment, assume up to two days to complete)	<b>\$8,800</b>
Task 3	<b>Indoor and Ambient Air Sampling</b> Field Investigation (Sampling and Equipment, assume up to two days to complete) Indoor and Ambient Air Laboratory Analysis	<b>\$20,150</b> \$10,950 \$9,200
Task 4	<b>Sub-Slab Sampling</b> Field Investigation (Sampling and Equipment, assume up to three days to complete) Sub- Slab Laboratory Analysis	<b>\$17,600</b> \$10,700 \$6,900
Task 5	<b>Letter Report</b>	<b>\$5,800</b>
Task 6	<b>Meetings and Consultation</b>	<b>\$10,050</b>
	<b>Total</b>	<b>\$69,900</b>

BILLING CATEGORY	HOURLY BILLING RATE
Technician - Level I	85
Technician - Level II	130
Technician - Level III	140
Staff Personnel - Level I	145
Staff Personnel - Level II	160
Staff Personnel - Level III	170
Senior Staff Personnel - Level I	175
Senior Staff Personnel - Level II	185
Senior Staff Personnel - Level III	200
Project Personnel - Level I	215
Project Personnel - Level II	230
Project Personnel - Level III	240
Senior Project Personnel - Level I	255
Senior Project Personnel - Level II	285
Associate/Senior Project Personnel - Level III	305
Senior Associate	320
Principal	335
Senior Principal	375

- Managing Principals are billed at \$425/Hour
- Senior Consultants are billed at \$360/Hour
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.
- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

### **Consultant Equipment Rental Rates**

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$20 per hour/\$160 per day. Nuclear Moisture-Density Gauge \$15 per hour

### **Computer Services**

Our in-house computer usage is billed on a time used basis at the following rates:

	Rate per Hour
CADD, GIS and Terrain Modeling Programs	\$30
Engineering Programs/Digitizing	\$25

### **Surveying Services**

See survey-specific Schedule of Fees and Conditions

### **Subcontractor/Subconsultant Costs**

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

### **Reimbursable Expenses Professional Liability and Related Insurance**

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability Insurance and related costs of insurance.

### **In-House Laboratory Tests**

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned to the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$10.00 per box per month.

### **Health and Safety and Other Special Field Equipment**

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

### **Other Expenses**

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

### **Prevailing Wage**

If applicable, prevailing wage premium will be added to the rates stated above.

### **Terms**

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

### **Amount and Method of Disbursement**

Funding provided in the Agreement is to be used by HACSM to reimburse Contractor for performing activities described in Exhibit A. No funding provided under this Agreement shall be used to support Contractor's general administration costs. In consideration of the services described in Exhibit A and subject to the terms of the Agreement, HACSM shall reimburse Contractor in accordance with the procedures below.

Contractor shall submit a request for reimbursement or payment and back-up documentation to HACSM for purposes of obtaining reimbursement under the Agreement. Upon receipt, review, and approval of invoice and back-up documentation, HACSM will reimburse Contractor for actual costs incurred for services rendered/incurred. Contractor must provide HACSM with documentation and assurances described below that the costs were appropriate to the request for reimbursement and consistent with the budget described in Exhibit A.

Contract shall submit all back-up documentation electronically to HACSM. HACSM reserves the right to request hard copies of invoice documentation or a summary of documentation plus scanned/emailed support materials as a condition of HACSM review and approval. In all cases, Contractor shall make documentation records available for HACSM review upon request.

In no event shall HACSM reimburse Contractor for any payments exceeding the total amount stated in Paragraph 3 "Payment" of this Agreement. Contractor's requests for reimbursement or payment submitted to HACSM must be from an authorized representative of Contractor. By submitting request for reimbursement/ payment, Contractor certifies that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper, and that all funds to be expended are exclusively for the activity or services described in Exhibit A. HACSM reserves the right to verify such completion either prior to or after reimbursement or payment has been made to Contractor.

**Questionable Reimbursement Request**

In the event of a questionable payment request, HACSM will state in writing the specific nature of its objections to Contractor's work. HACSM will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to HACSM within 15 calendar days of receipt of such objections. The parties shall meet to discuss such objections at the request of either party. HACSM will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

## Exhibit C

### General Terms and Conditions

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MI, Inc.; or Langan International, LLC (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY specifically identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

#### **A. SCOPE OF SERVICES AND ADDITIONAL SERVICES**

LANGAN will provide those services specifically identified in Exhibit A of this Agreement (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

#### **B. STANDARD OF CARE**

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise and any such warranties or guarantees are expressly disclaimed.

#### **C. CLIENT RESPONSIBILITIES**

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

#### **D. INVOICING AND SERVICE CHARGES**

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts

is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

In the event of a suspension of services or termination of the Agreement by LANGAN, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

#### **E. RIGHT OF ENTRY**

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

#### **F. JOBSITE SAFETY AND CONTROL OF WORK**

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

#### **G. EXISTING CONDITIONS AND SUBSURFACE RISKS**

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT. LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

#### **H. HAZARDOUS MATERIALS**

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

#### **I. FORCE MAJEURE**

LANGAN will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

#### **J. OPINION OF COST**

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

#### **K. PROJECT DELIVERABLES**

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by Client of a reliance fee equal to 10 percent (10%) of the amount paid by Client for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to Client and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

#### **L. CONFLICTS OF INTEREST**

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

#### **M. DISPOSAL OF SAMPLES**

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

**N. RIGHT TO REFERENCE PROJECT**

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT

**O. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

**P. GOVERNING LAW; EXCLUSIVE VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that the exclusive venue for any and all controversies or claims arising out of or in connection with this Agreement, or any alleged breach of this Agreement, shall be in either (i) the Superior Court of California, County of San Mateo; or (ii) the United States District Court for the Northern District of California. The parties expressly consent and submit to the jurisdiction of either such court, and agree to accept service of process inside or outside of the State of California in any matter that is to be submitted to either such court pursuant to this provision.

**Q. ENTIRE AGREEMENT**

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

**ATTACHMENT I**

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Peter J. Cusack

Name of Contractor(s):

Langan Engineering and Environmental Services, Inc.

Street Address or P.O. Box:

1 Almaden Boulevard, Suite 590

City, State, Zip Code:

SAN JOSE, CALIFORNIA 95113

I certify that the above information is complete and correct to the best of my knowledge

Signature:

Peter J. Cusack

Title of Authorized Official:

SENIOR ASSOCIATE

Date:

4/22/19

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

# County of San Mateo ~ Contract Amendment

Contract Number:  
1 79000-19-0037

Amendment Number:  
1

Agreement between the County of San Mateo and Langan Engineering and Environmental Services, Inc.

## THE AGREEMENT IS CHANGED AS FOLLOWS

### Agreement Amount

Original Amount:	Current Amount:	Addition or Reduction:	New Total Amount:
\$69,900	\$69,900	\$30,000	\$99,900

### Agreement Term:

Original Start Date:	Original End Date:	New Start Date:	New End Date:
2/20/2019	2/19/2020	N/A	N/A

Paragraph: 3 Payments is hereby  added  amended as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, HACSM shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed Ninety-Nine Thousand Nine Hundred (\$99,900). In the event that HACSM makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by HACSM at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

Other changes: Exhibit A Addition attached

This change is effective as of: 8/13/2019

ALL OTHER PRICES, TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED



8/13/2019

**Peter Cusack**  
**Senior Associate**  
**Langan Engineering and Environmental Services, Inc.**

Contractor Signature

Date

Contractor Name (please print)



Purchasing Agent Signature  
(Department Head or Authorized  
Designee)  
County of San Mateo

8-14-19

Date



Purchasing Agent Name (please print)  
(Department Head or Authorized Designee)  
County of San Mateo

EXEC. DIR.

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Purchasing Agent or Authorized Designee Title  
(please print)

**Exhibit A Addition**  
*Effective August 13, 2019*

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

**Addition to Task 3 – Indoor and Ambient Air Sampling**

Additional field hours for the indoor air sampling.

**Addition to Task 4— Sub-slab Vapor Sampling**

One soil gas sample collection adjacent to Building 28 at Midway Village for the purpose of confirming the presence of trichloroethylene (TCE) in soil gas.

One soil gas sample collection adjacent to the Bayshore Child Care Center in place of one sub-slab sample for the purpose of confirming the presence of TCE in soil gas.

Analysis of above soil gas samples for volatile organic compounds (VOCs) and oxygen, carbon dioxide, and helium.

**Addition to Task 5— Indoor Air and Sub-slab Technical Memorandum**

Upon the recommendation of the Department of Toxic Substance Control (DTSC), additions to the Technical Memorandum task are as follows:

- Table and figure preparation of the additional soil gas samples collected as part of additions to Task 4 above; and
- Data validation for the indoor air samples and the soil gas samples; and
- Consultation with the Bay Area Air Quality Management District (BAAQMD) regarding the regional ambient air background monitoring stations and available data; and
- Review of the Regional Ambient Air Background Concentrations including the California Air resources Board (CARB) and the BAAQMD for the Technical Memorandum; and
- Calculation of the inherent lifetime cancer risk for indoor air; and
- Calculation of the inherent lifetime cancer risk for the regional ambient air concentrations; and
- Additional review and revisions of the Technical Memorandum based on anticipated comments from DTSC.

**Fee Estimate by Task**

<b>Task</b>	<b>Fee</b>
Task 3—Indoor and Ambient Air Sampling	<b>\$4,700</b>
Task 4—Sub-slab Vapor Sampling	
<i>Soil Gas Sampling Field Investigation (Drill rig, sampling and equipment, utility survey, boring permits, two field days)</i>	<b>\$13,200</b>
<i>Soil Gas Laboratory Analysis</i>	<b>\$2,800</b>
Task 5—Indoor Air and Sub-slab Technical Memorandum	<b>\$9,300</b>
<b>Total Adjustment:</b>	<b>\$30,000</b>

## BUDGET INCREASE REQUEST NO. 1

**TO:** Mr. Barbara Deffenderfer - Housing Authority of the County of San Mateo.

**FROM:** Dustyne Sutherland – Langan Engineering and Environmental Services, Inc.  
Peter J. Cusack – Langan Engineering and Environmental Services, Inc.

**DATE:** 13 August 2019

**PROJECT:** Midway Village Redevelopment  
45 and 47 Midway Drive  
Daly City, California  
Langan Project No. 770650101

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**Proposal/Contract Date:** 22 April 2019

**Proposal/Contract No.:** 770650102

**Original Authorized Budget:** \$69,900

**Requested Budget Increase Amount:** \$30,000

**Revised Authorized Budget:** \$ 99,900

### Reason for Budget Increase:

This budget increase request (BIR) No. #1 has been prepared for additional environmental services that have been performed and are planned for the Midway Village Redevelopment at 45 and 47 Midway Drive in Daly City California. The BIR is for existing additional services performed for Tasks 3.0, and 5.0. Please note that portions of these additional services have been completed based on DTSC requests, project needs, and verbal and email requests.

### SCOPE OF SERVICES

- Consultation with DTSC regarding the soil vapor sampling at locations SG-17 and SG-18
- Conference call with DTSC regarding indoor air schedule and instruction for the residents.

### Task 3 - Indoor Air Sampling

Additional field hours were needed during the indoor air sampling for the following reasons:

- During the 24-hour indoor air sampling event, the vacuum of three canisters took longer than 24-hours to fill, therefore field staff had to wait prior to closing the canisters and collecting the sub-slab samples.
- Two flow controllers for two of the canisters malfunctioned, therefore the start time for those 24-hour canisters we restarted and required more time to collect the samples.

- Two vapor pins were attempted to be installed in the floor of the childcare center, however because of the raised foundation, installation was unsuccessful.
- An additional day was required to collect sub slab samples from the office building on the weekend.
- An additional ½ day site visit was required to inspect the foundation of the child care center and collect photographs.

### **Soil Gas Sampling**

In addition based on the analytical results from indoor air and sub slab sampling, two soil gas samples were collected in April 2019. Because of the elevated detection of tetrachloroethylene (PCE) in sub slab sample SS-8, soil gas probe SG-17 was advanced adjacent Building 28 (9 Cypress Court) to confirm if TCE was present in soil gas above screening levels (SLs). Since sub slab samples could not be collected from the Bayshore Child Care Center, soil gas probe SG-18 was advanced outside and adjacent to indoor air sample IA-3, to confirm if the same contaminant of concern (COCs) exceedances that were detected above SLs in indoor air (including trichloroethylene [TCE]) were present in soil gas.

In April 2019, Langan advanced temporary soil gas probes (SG-17 and SG-18) at the Midway Village and the Bayshore Child Care Center in accordance with Langan's 29 October 2018 Limited Soil Gas Sampling Work Plan. Prior to commencing our field work, Langan obtained drilling permits from the City of Daly City, contacted Underground Service Alert (USA), and retained a private utility locator to conduct underground utility clearances. In addition, ambient air sample (AA-5) was collected to provide a comparison to what was detected in the soil gas samples.

Soil gas samples were analyzed for VOCs by EPA Method TO-15 and oxygen, carbon dioxide, and helium by ASTM Method D-1946 by K Prime Analytical Labs, on rush 72 hour turn-around-time (TAT).

### **Task 5 – Indoor Air and Sub Slab Results Technical Memorandum**

Per DTSC requests, additional efforts for the Indoor Air Sub Slab Results Technical Memorandum included:

- Results discussion, Table and Figure preparation for soil gas samples SG-17 and SG-18.
- Preparation of the data validation section for both the indoor air samples and the soil gas samples.
- Consultation with the Bay Area Air Quality Management District (BAAQMD) regarding regional ambient air background monitoring stations and available data.
- Additional review and discussion of the Regional Ambient Air Background Concentrations including both the California Air Resources Board (CARB) and the BAAQMD for the Indoor Air Sub Slab Results Technical Memorandum.

- Calculation of the inherent lifetime cancer risk for indoor air.
- Calculation of the inherent lifetime cancer risk for the regional ambient air concentrations.

Please note that as outlined in the 8 February 2019 proposal, we planned to submit a letter report to present data only and did not include any of the additional tasks above.

The draft Indoor Air Technical Memorandum was submitted to the DTSC on 6 June 2019. This task also includes efforts to respond to DTSC comments including 1) Vivek Mathrani's email dated 21 June 2019, 2) Marieka Hughes email dated 21 June 2019, and 3) Kim Walsh's emailed dated 26 June 2019. We anticipate that the revised Technical Memorandum will be submitted to the HACSM on 13 August 2019. In addition, we have assumed that the DTSC may provide a third round of comments following submittal of the revised Technical Memorandum.

Our additional not-to-exceed fees for the work that have already been performed or anticipated during the course of the project are detailed below.

<b>Tasks</b>	<b>Estimated Fee</b>
<b>Task 3 – Indoor and Ambient Air Sampling.....</b>	<b>20,700</b>
Indoor air sampling .....	\$4,700
Soil Gas Sampling Field Investigation (Drill rig, Sampling and Equipment, Utility Survey, boring permits, two field days to complete) .....	\$13,200
Soil Gas Laboratory analysis.....	\$ 2,800
<b>Task 5 – Indoor Air and Sub Slab Technical Memorandum .....</b>	<b>9,300</b>
<b>TOTAL BIR REQUEST .....</b>	<b>\$30,000</b>

We have and will perform our services on a time-and-expense basis in accordance with the terms and conditions included in our 22 April 2019 agreement with HACSM.

If you have any questions, please call.

**Client Approval For Budget Increase:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

## County of San Mateo ~ Insurance Certification Questionnaire

**Contractor Name:** Langan Engineering and Environmental Services, Inc. **Contract Number:** 1 79000-19-D035

**Date this Form Was Completed:** 8/13/2019

**Name of Person Completing Form:** Babs Deffenderfer

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
2. Does the contractor travel by car to provide contract services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry professional liability insurance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
6. Is San Mateo County named as the certificate holder and additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:** See Attached Email

**Date:** Click here to enter a date.

