AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND Millennium Consulting Associates (in the amount $5,000 or less)

THIS AGREEMENT made and entered into at Menlo Park, California, this 16th day of October, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and Millennium Consulting Associates, hereinafter referred to as "FIRST PARTY."

It is agreed between the CITY and FIRST PARTY as follows:

1. SERVICES TO BE PERFORMED BY FIRST PARTY

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services for the City of Menlo Park as set forth in Exhibit "A", Scope of Services, attached hereto.

2. AGREEMENT TERM

The term of this agreement shall be from October 16, 2017 to project completion unless mutually agreed upon by CITY and FIRST PARTY in writing.

3. COMPENSATION AND PAYMENT

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A". Payments shall be monthly for the invoice amount or such other amount as approved by CITY. CITY shall have the discretion to approve the invoice and the work competed statement. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed $5,000.00 unless mutually agreed upon in writing by the CITY and FIRST PARTY.

4. RELATIONSHIP OF THE PARTIES

FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.
5. INSURANCE AND INDEMNITY

1. General Liability Insurance:
FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability
insurance insuring against liability for bodily injury and property damage arising out of its work in an
amount of not less than One Million Dollars ($1,000,000) for injury to, or death of one person in any
one accident or occurrence, and in an amount of not less than One Million Dollars ($1,000,000) for
injury to, or death of more than one person in any one accident or occurrence, and in the amount of
not less than One Million Dollars ($1,000,000) per occurrence in respect to damage to property.
CITY shall be named as an additional insured on Contractor's commercial general liability
insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage
evidencing said coverage, including a copy of all declarations of exclusions, prior to commencing
work.

2. Automobile Liability Insurance:
The FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Agreement in an
amount of not less than One Million Dollars ($1,000,000) for each occurrence combined single limit
or not less than One Million Dollars ($1,000,000) for any one (1) person, and one million dollars
($1,000,000) for any one (1) accident, and three hundred thousand dollars, ($300,000) property
damage. To the full extent permitted by law FIRST PARTY agrees to defend, indemnify and hold
CITY, its employees, agents, officials, and officers, harmless from any and all claims, liability
for damages caused by contractor's negligent performance of services under this Agreement.

3. Professional Liability Insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims
arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement,
in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate.
Said professional liability insurance is to be kept in force for not less than one (1) year after
completion of services described herein.

6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this Agreement or any portion thereof to a third party without the prior
written consent of CITY, and any attempted assignment without such prior written consent in violation
of this Section shall automatically terminate this Agreement.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this Agreement, in whole or in part, for the convenience of CITY,
by giving written notice specifying the effective date and scope of such termination. In the event of
termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and
materials (hereinafter referred to as materials) prepared by FIRST PARTY under this Agreement shall
become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly
delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such
materials. FIRST PARTY shall be entitled to receive payment for work/services provided prior to
termination of the Agreement. Such payment shall be that portion of the full payment which is
determined by comparing the work/services completed to the work/services required by the
Agreement.

8. WORKER'S COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide Worker's Compensation
Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said
insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMITS/LICENSES
FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. NON-DISCRIMINATION

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this Agreement.

11. RETENTION OF RECORDS

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the CITY, a federal agency, and the State of California.

12. MERGER CLAUSE

This Agreement, including Exhibit “A” attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document’s date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

This Agreement is not valid until signed by both parties.

FIRST PARTY:

**Digitally signed by David Teter**

[Signature]

Date: 2017.10.16 14:08:57 -07'00'

David M. Teter
Name

68-0443384
Tax ID#

APPROVED AS TO FORM:

[Signature]

William L. McClure, City Attorney

CITY OF MENLO PARK:

[Signature]

CHIP TAYLOR
Name

October 16, 2107
Date

Director of Engineering and Environmental Services
Title

10/24/17
Date

11/6/17
Date

ASSISTANT CITY MANAGER
Title
ATTEST:

Jelena Harada, Deputy City Clerk, City of Menlo Park

Date

11/26/17
October 16, 2017

Mr. Chip Taylor
Assistant City Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Subject: Crumb Rubber Infill Analysis and Reporting – Kelly Park

Dear Mr. Taylor:

Millennium Consulting Associates (Millennium) is pleased to present this proposal to the City of Menlo Park (City) to collect and analyze crumb rubber from the synthetic turf athletic field located at Kelly Park (Site) in Menlo Park, CA. This proposal will delineate our understanding of the project goals, the proposed project scope and associated fees.

PROJECT GOALS

The purpose of performing this environmental due diligence assessment is to inform the City of any potential environmental liabilities that might be associated with exposure to the crumb rubber infill from the synthetic turf athletic field installed at the Site. Millennium will analyze the crumb rubber infill for contaminants of potential concern and provide an assessment of whether or not the synthetic turf at the Site has the potential to negatively impact human health.

PROPOSED SCOPE OF WORK

The proposed scope of work includes the following 2 tasks.

Task 1 — Synthetic Turf Sample Collection and Analysis

Millennium will visit the Site to collect eight discrete samples of crumb rubber infill. The samples will be shipped under chain-of-custody to a State-certified Laboratory. The laboratory will composite the samples to obtain two four-point composited samples, and will analyze the composited samples for the following target analytes.

- Title 22 (CAM 17) Metals using EPA Methods 6020/7041;
- Hexavalent Chromium using EPA Method 7199;
- Volatile Organic Compounds (VOCs) using EPA Method 8260;
- Semi-Volatile Organic Compounds (SVOCs) using EPA Method 8270LL;
- Carcinogenic Polycyclic Aromatic Hydrocarbons (PAHs) using EPA Method 8270-SIM; and
- Polychlorinated Biphenyls (PCBs) as Aroclors using EPA Method 8082.
Task 2 – Reporting

A Millennium Professional Engineer will review the analytical reports from the Laboratory. A Letter Report will be prepared that will compare the analytical results to relevant Federal and California criteria for the protection of human health. A human health risk assessment will be prepared using exposure factors developed for young soccer players and the results of the assessment will be compared to the relative risk from exposure to background levels of carcinogens (PAHs and arsenic) typically found in San Francisco Bay Area soils.

TIMETABLE

Millennium will collect samples within 1 business days of receiving notice to proceed. Millennium will prepare a draft version of the Letter Report within 2 business days of receiving the final analytical reports from the Laboratory.

FEE SCHEDULE

The sampling and collection activities and reporting will be performed on a fixed-cost basis for an estimated fee of $3,918. The fee schedule is broken down by task as:

<table>
<thead>
<tr>
<th>Task</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Synthetic Turf Sample Collection</td>
<td>$2,318</td>
</tr>
<tr>
<td>Task 2 – Reporting</td>
<td>$1,600</td>
</tr>
</tbody>
</table>

Thank you for considering Millennium Consulting Associates. If you have any comments or questions, please feel free to contact us.

Sincerely,
Millennium Consulting Associates

David Teter, PhD, PE, QSD
Director of Engineering and Environmental Services

Attachment 1 – Fee Schedule
Attachment 1 - Fee Schedule

Project: Kelly Park - Crumb Rubber Infill Analysis and Reporting
Prepared by: MILLENNIUM CONSULTING ASSOCIATES
Contact: David Teter, PhD, PE, QSD
dteter@mecaenviro.com

### TASK 1: Synthetic Turf Sample Collection and Analysis

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Description of Work</th>
<th>Estimated No. of Hrs</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Professional (PE)</td>
<td>Project Management, Sample Collection</td>
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<td>$200</td>
<td>$800</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Labor Costs $800</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>------------</td>
</tr>
<tr>
<td>Laboratory Analytical Costs (2-Day Turn Around Time)</td>
</tr>
<tr>
<td>Total Other Costs</td>
</tr>
<tr>
<td>TOTAL TASK 1</td>
</tr>
</tbody>
</table>
**Attachment 1 - Fee Schedule**

**Project:** Kelly Park - Crumb Rubber Infill Analysis and Reporting  
**Prepared by:** MILLENNIUM CONSULTING ASSOCIATES  
**Contact:** David Teter, PhD, PE, QSD  
[dteter@mecaenviro.com](mailto:dteter@mecaenviro.com)  
**Scope of Work:** See Millennium Proposal P17-2454 Task 2 (dated October 16, 2017)

### TASK 2 - Reporting

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Description of Work</th>
<th>Estimated No. of Hrs</th>
<th>Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Professional (PE)</td>
<td>Prepare Report, Communication</td>
<td>8</td>
<td>$200</td>
<td>$1,600</td>
</tr>
</tbody>
</table>

**Total Labor Costs:** $1,600

### Other Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated No. of Items</th>
<th>Fixed Unit Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Other Costs:** $0  
**TOTAL TASK 2:** $1,600
**MECAC-1**

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Van Oppen & Co. 2, Inc.
P.O. Box 763
Teton Village, WY 83025
Rick van Oppen

**INSURED**
MECA Consulting, Inc. dba
Millennium Consulting Services
401 Roland Way, Suite 250
Oakland, CA 94621

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**GENERAL INFORMATION ONLY**

**DATE**
04/28/2017

**ACORD**
P.O. Box 793

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**CERTIFICATE HOLDER CANCELLATION**

**DESCRIPTION OF OPERATIONS**

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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**COVERAGE**

**TYPE OF INSURANCE**

**POLICY NUMBER**

**POLICY EFF**

**POLICY EXP**

**LIMITS**

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**COMMERICAL GENERAL LIABILITY**

- CLAIMS-MADE
- OCCUR

- CPL (Pollution)

**POLICY**

- GENL AGGREGATE LIMIT APPLIES PER:

- OTHER

---

**AUTOMOBILE LIABILITY**

- ANY AUTO
- OWNED AUTOS ONLY
- SCHEDULED AUTOS
- HIRED AUTOS ONLY
- NON-OWNED AUTOS ONLY

**POLICY**

- EXCESS LIABILITY

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**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**

**POLICY**

- SUBJECT TO GL AGGREGATE

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**EXTRAS**

**CLAIMS MADE**

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**CERTIFICATE HOLDER**

**CANCELLATION**

**GENERAL INFORMATION ONLY**

**AUTHORIZED REPRESENTATIVE**

**ACORD 25 (2016/03)**

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