



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving Technical Services Task Order Agreement with Treadwell & Rollo, Inc., Authorize City Manager to Execute Task Orders, and Appropriate Funds (\$100,000)

MEETING DATE: April 21, 2004

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That City Council adopt a resolution approving the Technical Services Task Order Agreement with Treadwell & Rollo, Inc., authorize the City Manager to execute task orders up to \$100,000 and appropriate funds.

BACKGROUND INFORMATION: The dismissal of the legal firm representing the City in the ongoing PCE/TCE litigation included the technical services consultants who were providing litigation support to the attorneys. However, the State is still issuing draft orders directing the City to undertake various technical activities. As an example, the Regional Board draft order is attached; note the "Required Actions" starting on page 7. Also, a letter dated March 29, 2004, from the Department of Toxic Substances Control is attached, which describes DTSC's expectations. (Exhibits A and B)

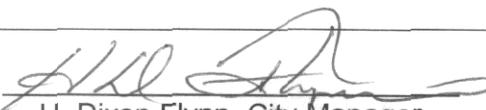
While the specific work to be actually undertaken by the City versus consultants working for other parties is not clear at this point, it is clear to staff that the City should have technical expertise working for us to:

- Advise the City on courses of action in our participation in remediation studies and work
- Perform remediation studies and work on behalf of the City
- Support our legal staff in responding to State orders and court matters

Staff is proposing to utilize services of the firm Treadwell & Rollo, led by Philip Smith, who has served as the technical advisor to the mediator in this case. City staff has neither the expertise nor available time to fulfill this role completely, although staff will be involved in this work. The firm was one of twelve respondents to a "Request for Qualifications" statement issued by the City in late February 2004. Three selected firms were interviewed on March 30, 2004, and Treadwell & Rollo was selected.

Since the exact scope of work to be performed is unknown today and will likely remain "fluid" in the future, staff is recommending that the Council approve a "Task Order Agreement" (Exhibit C), which provides the contract basis for specific task orders. Staff is anticipating two initial task orders:

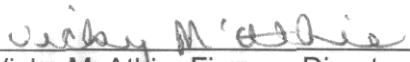
1. Background Work – This task will include staff research and familiarization with the reams of documents, studies, reports, computer files, etc., that are pertinent to this issue. Draft details of the work and cost (\$25,000) are provided in Exhibit D.

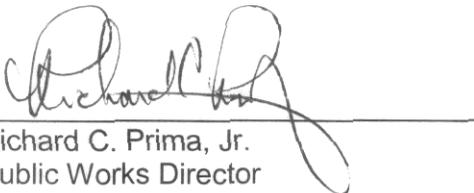
APPROVED: 
H. Dixon Flynn, City Manager

2. "Contingency" Work – This task will cover review of third-party proposals, unanticipated meetings, and other work that might lead to development of a specific task order. Staff is proposing \$15,000 for this task.

The total recommended appropriation will set aside enough funds for these two tasks plus an additional amount for when we need specific tasks to begin in a timely manner. Staff will report back to the Council periodically to formally update the Council and the public on the cost and the work accomplished.

FUNDING: \$100,000 Water Fund


Vicky McAthie, Finance Director


Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Attachments

cc: Philip G. Smith, Treadwell & Rollo
Wally Sandelin, City Engineer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

CLEANUP AND ABATEMENT ORDER NO. R5-2004-XXXX
FOR
CITY OF LODI, GUILD CLEANERS, INC., ESTATE OF DWIGHT ALQUIST,
ODD FELLOWS HALL ASSOCIATION OF LODI, LODI NEWS SENTINEL,
AND BECKMAN CAPITOL CORPORATION.
LODI CENTRAL PLUME AREA
SAN JOAQUIN COUNTY

This Order is issued to the City of Lodi, Guild Cleaners, Inc., Estate of Dwight Alquist, Odd Fellows Hall Association of Lodi, the Lodi News Sentinel and Beckman Capitol Corporation (hereafter collectively refer to as the Discharger) based on provisions of California Water Code Section 13304, which authorizes the California Regional Water Quality Control Board, Central Valley Region (hereafter Regional Board) to issue a Cleanup and Abatement Order (Order).

The Regional Board finds, with respect to the Discharger's acts or failure to act, the following:

INTRODUCTION

1. The City of Lodi is the owner and operator of the Lodi sanitary sewer system, a portion of which runs beneath the alleyway between Church and Pleasant Street, immediately south of Pine Street, in Lodi, San Joaquin County (hereafter referred to as the "alleyway sewer line"). The alleyway sewer line received waste, a portion of which was released to the underlying soils and groundwater. The waste originated from dry cleaning operations at Guild Cleaners, Inc. (Guild) located at 17 South Church Street, R & J Cleaners (R & J) located at 218 West Pine Street, Flair Cleaners (Flair) located at 218 West Pine Street and from printing operations conducted at the Lodi News Sentinel located at 212 West Pine Street. The alleyway sewer line and the aforementioned properties constitute the "Site" and are shown in Attachment A, which is made part of this Order. Groundwater in the vicinity of the alleyway sewer line contains concentrations of tetrachloroethene (also known as perchloroethylene or PCE), a common solvent used in dry cleaning and equipment cleaning, and solvent degradation products in excess of water quality objectives (WQO). Soil in the vicinity of the alleyway sewer line contains concentrations of PCE that threatens to further degrade groundwater quality.
2. The City of Lodi is the property owner of the alleyway and the owner and operator of Lodi sanitary sewer system, of which the alleyway sewer line is a part. The City of Lodi operates its sanitary sewer system pursuant to an NPDES permit, # CA0079243, issued by the Regional Board. The City of Lodi is subject to this Order because as

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the owners of the property and as owners and operators of a waste disposal conveyance system the City has caused or permitted waste to be discharged to waters of the state where it has created and threatens to create a condition of pollution or nuisance. The City has had actual or constructive (legally presumed) knowledge of discharges from its sewers, and the ability to prevent further sewer discharges, since at least 1992.

3. Guild is the current property owner of 17 S. Church Street where Guild Cleaners operates. Guild has operated an active dry cleaning facility on the property since 1959. PCE was used as a solvent in dry cleaning operations and from 1959 to 1995, Guild discharged process wastewater containing PCE to the sewer, which thereafter was released to the environment. Guild is subject to the Order because it conducted activities that caused waste to be discharged or deposited into waters of the state where it has created and threatens to create a condition of pollution or nuisance.
4. The Estate of Dwight Alquist is the former owner and operator of Flair. PCE was used as a solvent in dry cleaning operations and from 1957 to 1973, Flair discharged process wastewater containing PCE to the sewer, which thereafter was released to the environment. The Estate of Dwight Alquist is subject to the Order because it conducted activities that caused waste to be discharged or deposited into waters of the state where it has created and threatens to create a condition of pollution or nuisance.
5. The Lodi News Sentinel operated a newspaper printing business from 1945 to 1968 and during that time used solvents and discharged wastewater containing solvents to the alleyway sewer line, which thereafter was released to the environment. The Lodi News Sentinel is subject to the Order because it conducted activities that caused waste to be discharged or deposited into waters of the state where it has created and threatens to create a condition of pollution or nuisance.
6. Odd Fellows Hall Association of Lodi (Odd Fellows) is the current owner of 218 W. Pine Street, the property where R & J and Flair conducted operations that discharged process wastewater containing PCE to the sewer, which thereafter was released to the environment and Beckman Capitol Corporation (Beckman) is the current owner of 212 W. Pine Street, the property on which the Lodi News Sentinel conducted operations discharged wastewater containing solvents to the alleyway sewer line which thereafter was released to the environment. Odd Fellows and Beckman are subject to this Order because as the past and current owners of the property they caused or permitted waste to be discharged to waters of the state where it has created and threatens to create a condition of pollution or nuisance and because they have knowledge of the discharge and the ability to control it.

BACKGROUND

7. Lodi relies on groundwater for its drinking water. In the late 1980's, PCE and TCE pollution was discovered in several municipal drinking water supply wells in the City of Lodi. In the early 1990's, investigations conducted by the Regional Board under the Well Investigation Program revealed numerous discrete areas where TCE was discharged, or where PCE from dry cleaning operations was discharged to the sewer system. Regional Board staff concluded that PCE had leaked from the sewer to the groundwater.
8. Recent investigations show that wastewater containing solvents disposed by Guild, Lodi News Sentinel, R & J, and Flair to the alleyway sewer line were subsequently discharged to the soil and groundwater due to leaks and sags in the alleyway sewer line itself. The discharges have resulted in soil and groundwater pollution at levels so high that pure liquid phase PCE remains in the soil and groundwater. PCE in the groundwater has been detected as high as 140,000 micrograms/liter ($\mu\text{g}/\text{l}$) and PCE has been detected in soil gas as high as 49,000 $\mu\text{g}/\text{l}$. The groundwater pollution extends downgradient over 3,000 feet and has migrated downward to over 150 feet deep below ground surface. The PCE impacted a municipal supply well that was subsequently abandoned. PCE vapor intrusion to indoor air has been documented in two buildings in the Central Plume Area and the potential exists for vapor intrusion to indoor air in other buildings overlying the groundwater plume. This polluted area is referred to as the "Lodi Central Plume Area".
9. In 1997, DTSC and the City of Lodi entered into a "Cooperative Agreement" whereby Lodi assumed a lead role in the cleanup and agreed to pursue legal action against potentially responsible parties (PRPs) to enforce cleanup and to recover the City's legal costs. Lodi agreed that if it were not successful in compelling PRPs to undertake remedial work within 24 months of the effective date of the Cooperative Agreement, the City would perform investigations and install and operate a "downgradient containment and remediation system." Due to the discovery of liquid phase PCE in the soil and groundwater at the Central Plume Area, remedial work other than, or in addition to, that described in the Cooperative Agreement is necessary. In the Cooperative Agreement DTSC provided the City with a covenant not to sue "with respect to claims arising from the City of Lodi's design, construction, operation or maintenance of any storm or sanitary sewer systems." The Regional Board is not a party to the Cooperative Agreement.
10. In 2000, the City initiated legal action in Federal Court against a number of PRPs. The City also began investigations of the extent of contamination and produced a Phase 1 report in September 2001.

11. In October of 2001, Guild Cleaners requested Regional Board oversight for the performance of a Remedial Investigation and Feasibility Study for its area of contamination. The Regional Board, in consultation with DTSC, undertook the requested oversight and Guild has nearly completed its investigations of the extent of PCE in the soil and groundwater. With Regional Board oversight Guild also constructed a pilot-scale soil vapor extraction (SVE) system and extracted over 4,000 pounds of pure phase PCE in the course of a six-week pilot scale study conducted in 2003. Guild is currently pilot testing the feasibility of shallow groundwater remediation by a combination of air-sparging and SVE.
12. Regional Board staff also requested that the City of Lodi repair the leaking, sagging sewer line in the area of the pure phase liquid PCE release near Guild Cleaners. Although PCE is not currently being discharged into the sewer in this area, the repair was necessary to prevent sewer leakage from causing further migration of PCE already present in the soil. In response to the Regional Board staff's request, the City recently slipped-lined that section of the sewer.
13. DTSC has issued an Imminent and Substantial Endangerment Determination and Order and Remedial Action Order (Order), Docket No. I&SE 02/03-024, to Guild Cleaners, Inc.; the Estate of Dwight Alquist; the Lodi News Sentinel; Odd Fellows Hall Association of Lodi; Beckman Capitol Corporation; and others. DTSC did not name the City in its order. The Regional Board has reviewed the DTSC Order and believes that this Cleanup and Abatement Order is consistent with the DTSC Order. Although this Regional Board Order may contain additional and different required actions by the Discharger than the actions required by DTSC's Order, nothing herein shall be construed to contradict DTSC's Order. If any action required by this Regional Board Order of a particular Discharger is impossible to perform because of contrary requirements in DTSC's Order, as determined in writing by the Regional Board's Executive Officer, then that action shall be waived as to that Discharger. Such required action shall not be waived for any other Discharger, and all other required actions shall still be required of all Discharger.

AUTHORITY – LEGAL REQUIREMENTS

14. The Fourth Edition of the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins* (hereafter Basin Plan) designates beneficial uses of the waters of the State, establishes water quality objectives (WQOs) to protect these uses, and establishes implementation policies to attain WQOs. The beneficial uses of the groundwater beneath the site are domestic, municipal, industrial, and agricultural supply.
15. The PCE detected at the site is a solvent used in the dry cleaning process and the printing industry. PCE is not naturally occurring. PCE is known to be carcinogenic in experimental animals. Statistically significant increases in the incidence of tumors at

several sites have also been observed in certain studies of workers in the dry-cleaning industry.

16. The PCE detected at the site is a waste as defined in California Water Code Section 13050(d).
17. WQOs listed in the Basin Plan include numeric WQOs, including state drinking water standards, and narrative WQOs, including the narrative toxicity objectives for surface and groundwaters. The numeric standard for PCE to implement the Basin Plan WQO is listed in the following table.

Constituent	Limits	WQO	Reference
PCE	0.06 µg/L	Narrative Toxicity	California Public Health Goal in Drinking Water – Office of Environmental Health Hazard Assessment

µg/L Micrograms per liter

18. The concentrations in groundwater exceed the WQO for PCE. The exceedance of applicable WQOs in the Basin Plan constitutes pollution as defined in California Water Code Section 13050. The Discharger has caused or permitted waste to be discharged or deposited where it has discharged to waters of the state and has created, and continues to threaten to create, a condition of pollution or nuisance.
19. The State Water Resources Control Board (State Board) has adopted Resolution No. 92-49, the *Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304*. This Policy sets forth the policies and procedures to be used during an investigation or cleanup of waste and requires that cleanup standards be consistent with State Board Resolution 68-16 (the antidegradation policy). Resolution 92-49 and the Basin Plan establish the cleanup levels to be achieved. Resolution 92-49 requires the waste to be cleaned up to background, or if that is not reasonable, to an alternative level that is the most stringent level that is economically and technologically feasible in accordance with Section 2550.4, Title 23 California Code of Regulations (CCR). Any cleanup level alternative to background must (1) be consistent with the maximum benefit to the people of the state; (2) not unreasonably affect present and anticipated beneficial use of such water; and (3) not result in water quality less than that prescribed in the Basin Plan and applicable Water Quality Control Plans and Policies of the State Board.
20. Section 13304(a) of the California Water Code provides that:

“Any person who has discharged or discharges waste into waters of the state in violation of any waste discharge requirements or other order or prohibition issued by a regional board or the state board, or who has caused or permitted, causes or permits, or threatens to cause or permit any waste to be discharged or deposited where it is, or probably will be, discharged into the waters of the state and creates, or

threatens to create, a condition of pollution or nuisance, shall upon order of the regional board clean up the waste or abate the effects of the waste, or, in the case of threatened pollution or nuisance, take other necessary remedial action, including but not limited to, overseeing cleanup and abatement efforts. Upon failure of any person to comply with the cleanup or abatement order, the Attorney General, at the request of the board, shall petition the superior court for that county for the issuance of an injunction requiring the person to comply with the order. In the suit, the court shall have jurisdiction to grant a prohibitory or mandatory injunction, either preliminary or permanent, as the facts may warrant.”

21. Section 13267(b) of the California Water Code provides that:

“In conducting an investigation specified in subdivision (a), the regional board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the regional board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports.”

The technical reports required by this Order are necessary to assure compliance with this Order. Existing data and information about the site indicates that waste has been discharged or is discharging from the facilities described above and from the City’s sewers, which facilities and sewers are owned or operated, or formerly owned or operated by the Discharger named in this Order.

22. Section 13304(c)(1) of the California Water Code provides that:

“ . . . the person or persons who discharged the waste, discharges the waste, or threatened to cause or permit the discharge of the waste within the meaning of subdivision (a), are liable to that government agency to the extent of the reasonable costs actually incurred in cleaning up the waste, abating the effects of the waste, supervising cleanup or abatement activities, or taking other remedial action. . . .”

23. If the Discharger, or any of them, fail to comply with this Cleanup and Abatement Order, the Executive Officer may request the Attorney General to petition the superior court for the issuance of an injunction.

24. If the Discharger, or any of them, violates this Cleanup and Abatement Order, then the Discharger may be liable civilly in a monetary amount provided by the California Water Code.

25. The issuance of this Order is an enforcement action taken by a regulatory agency and is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, Section 21000, et seq.), pursuant to Section 15321(a)(2), Title 14, CCR.
26. Any person affected by this action of the Regional Board may petition the State Board to review the action in accordance with Sections 2050-2068, Title 23, CCR. The State Board must receive the petition within 30 days of the date of this Order. Copies of the law and regulations applicable to filing petitions will be provided upon request and are available at www.swrcb.ca.gov.
27. The Regional Board held a public hearing on this Order on March 18-19, 2004. The Discharger, or the Discharger's representative(s), and all known interested parties, had the opportunity to submit comments and to be heard. The Board, in a public meeting, heard and considered all comments pertaining to this Order.

REQUIRED ACTIONS

IT IS HEREBY ORDERED that, pursuant to Section 13304 and Section 13267 of the California Water Code, the City of Lodi, Guild Cleaners, Inc., Estate of Dwight Alquist, Odd Fellows Hall Association of Lodi, the Lodi News Sentinel and Beckman Capitol Corporation shall:

1. Investigate the discharges of waste, clean up the waste and abate the effects of the discharges of waste, forthwith, from the Site, in conformance with the State Board's Resolution No. 92-49 *Policies and Procedures for Investigation and Cleanup and Abatement of Discharges Under Water Code Section 13304* and with the Regional Board's *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins* (in particular the Policies and Plans listed within the Control Action Considerations portion of Chapter IV). "Forthwith" means as soon as is reasonably possible. Compliance with this requirement shall include, but not be limited to, completing the tasks listed below.

REMOVAL ACTIONS

2. By April 26, **2004** Discharger shall present a work plan to perform pilot testing of SVE, or other equally effective cleanup technology, at and in the vicinity of 218 W. Pine Street and 212 W. Pine Street. Within 90 days following completion of the pilot testing, Discharger shall submit a removal action workplan for soil cleanup and a removal action Workplan for source area groundwater cleanup that includes a schedule for implementing the workplans, which shall, after approval by the Regional Board, become part of this Order. Discharger shall continue to implement the work plan entitled *Soil Vapor Extraction and Groundwater Sparging Pilot Test Work Plan*

Guild Cleaners 17 S. Church Street Lodi, California dated June 19, 2002.

INDOOR AIR ASSESSMENT

The Discharger shall complete the following activities by the listed dates:

3. By April 26 **2004**, submit a work plan for sampling and analysis of indoor air in adjacent businesses and residences. The Discharger shall complete the Indoor Air Assessment in accordance with the work plan and the approved time schedule, which shall become part of this Order.
4. Within **45 days** of performing the Indoor Air Assessment, submit two copies of a report describing the preliminary results of the assessment (*Indoor Air Assessment Report*). The report shall also clearly show whether the indoor air in each building tested contains PCE vapors above the acceptable health risk based level, and if so, present a schedule and proposed work plan for the implementation of corrective measures. The report shall assess the potential for PCE vapors in residential indoor air based on the results of the business indoor air sampling and the results of soil gas analyses. The report shall contain a Workplan for sampling and analysis of residential indoor air if the assessment indicates PCE vapors could be present above health based limits. The approved time schedule shall become part of this Order.

REMEDIAL INVESTIGATION/FEASIBILITY STUDY

5. The Discharger shall conduct a RI/FS for the Site. This RI/FS shall be prepared consistent with the U.S. Environmental Protection Agency's "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October 1988. The purpose of the RI/FS is to assess Site conditions and to evaluate alternatives to the extent necessary to select a remedy appropriate for the Site.
6. RI/FS Workplan. By April 26 **2004**, Discharger shall prepare and submit to the Regional Board and DTSC for review and approval a detailed RI/FS Workplan and implementation schedule that covers all the activities necessary to conduct a complete RI/FS of the Site. The approved time schedule shall become part of this Order.
7. Remedial Investigation (RI) Report. The RI Report shall be prepared and submitted by Discharger to the Regional Board and DTSC for review and approval in accordance with the approved RI/FS workplan schedule.
8. Baseline Health and Ecological Risk Assessment. Discharger shall perform health and ecological risk assessments for the Site. Discharger shall perform health and ecological risk assessments for the Site that meets the requirements of Health and Safety Code section 25356.1.5, subdivision (b). Discharger shall submit a Baseline Health and Ecological Risk Assessment Report within thirty (30) days from the

approval of the RI Report. The report shall be prepared consistent with U.S. EPA and California Environmental Protection Agency guidance and regulations, including as a minimum: Risk Assessment Guidance for Superfund, Volume 1; Human Health Evaluation Manual, December 1989; Superfund Exposure Assessment Manual, April 1988; Risk Assessment Guidance for Superfund, Volume 2, Environmental Evaluation Manual, March 1989; and all other related or relevant policies, practices and guidelines of the California Environmental Protection Agency and policies, practices and guidelines developed by U.S.EPA pursuant to 40 CFR 300.400 et seq.

9. Feasibility Study (FS) Report. The FS Report shall be prepared and submitted by Discharger for review and approval, no later than sixty (60) days from submittal of the RI Report.
10. Public Participation Plan (Community Relations). Discharger shall conduct a baseline community survey and develop a Public Participation Plan (PPP) that describes how, under this Order, the public and adjoining community will be kept informed of activities conducted at the Site and how Discharger will be responding to inquiries from concerned citizens.
11. California Environmental Quality Act (CEQA). Discharger shall provide any information necessary to facilitate compliance with CEQA.

REMEDIAL ACTIONS

12. Remedial Action Plan (RAP). Discharger shall prepare and submit a draft RAP. Discharger shall implement a public review process. Within 10 days of closure of the public comment period, Discharger shall submit a written Responsiveness Summary of all written and oral comments presented and received during the public comment period. Within fifteen (15) days following approval of the Responsiveness Summary, Discharger shall modify the RAP in accordance with the Responsiveness Summary and submit a final RAP.
13. Remedial Design (RD). Discharger shall propose a time schedule, to be approved by the Regional Board, for the preparation and submission a RD describing in detail the technical and operational plans for implementation of the final RAP
14. Implementation of Final RAP. Discharger shall implement the final RAP in accordance with the approved schedule in the RD. Within thirty (30) days of completion of field activities, Discharger shall submit an Implementation Report documenting the implementation of the final RAP and RD.
15. Operation and Maintenance (O&M). Discharger shall comply with all O&M requirements in accordance with the final RAP and approved RD. Within thirty (30) days following a written request, Discharger shall prepare and submit for approval an

O&M plan that includes an implementation schedule. Discharger shall implement the plan in accordance with the approved schedule.

16. Five-Year Review. Discharger shall review and reevaluate the remedial action after a period of 5 years from the completion of construction and startup, and every 5 years thereafter as long as the waste remains in place. The review and reevaluation shall be conducted to determine if human health and the environment are being protected by the remedial action. Within thirty (30) calendar days before the end of the 5-year time period, Discharger shall submit a remedial action review workplan for review and approval. Within sixty (60) days of approval of the workplan, Discharger shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Discharger and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. As a result of any review performed under this Section, Discharger may be required to perform additional Work or to modify Work previously performed.
17. Quarterly Summary Reports. Discharger shall submit a Quarterly Summary Report of its activities under the provisions of this Order. The report shall be received by the fifteenth (15th) day of each calendar quarter and shall describe:
 - (a) Specific actions taken by or on behalf of Discharger during the previous calendar quarter;
 - (b) Actions expected to be undertaken during the current calendar quarter;
 - (c) All planned activities for the next calendar quarter;
 - (d) Any requirements under this Order that were not completed;
 - (e) Any problems or anticipated problems in complying with this Order; and
 - (f) All results of sample analyses, tests, and other data generated under this Order during the previous calendar month, and any significant findings from these data.
18. By April 26, **2004**, the Discharger shall submit a *Groundwater Monitoring Program Report* for existing wells and propose any additional wells to be installed for characterizing the VOCs in groundwater for the Regional Board's review. The proposed monitoring program shall include groundwater monitoring and sampling on no less than a quarterly basis. Once a Monitoring and Reporting Program (MRP) is issued by the Executive Officer, the Discharger shall comply with this MRP. The Executive Officer may change this MRP as appropriate.

19. Submittals. Two (2) copies of all submittals and notifications from Discharger required by this Order shall be sent simultaneously to the Regional Board and to DTSC.

GENERAL REQUIREMENTS

20. All investigation work plans, reports and feasibility studies shall contain the information listed in Attachments B, C, and D, respectively, which are made part of this Order. Work shall be conducted only after Regional Board staff concur with, or approve work plans. All reports shall be submitted with a cover letter from the Discharger.
21. Fourteen days prior to conducting any field work, the Discharger shall submit a Health and Safety Plan that is adequate to ensure worker and public safety during the field activities in accordance with CCR Title 8, Section 5192.
22. As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all reports shall be prepared by, or under the supervision of, a registered professional engineer or geologist and signed by the registered professional. All technical reports submitted by the Discharger shall include a statement signed by the authorized representative certifying under penalty of law that the representative has examined and is familiar with the report and that to his knowledge, the report is true, complete, and accurate.
23. If additional information becomes available that other viable responsible parties exist which have contributed to the pollution in the Lodi Central Plume Area and are not named in this Order, the Regional Board may consider amending this order to include such parties. Such additional information may be submitted by the Discharger if it is available, or may be from other independent sources of information available to Board staff.
24. If the Discharger is unable to perform any activity or submit any document in compliance with the schedule set forth herein, or in compliance with any work schedule submitted pursuant to this Order and approved by the Executive Officer, the Discharger may request, in writing, an extension of the time specified. The extension request shall include justification for the delay. Considering the merits of the justification, the request may be granted by the Executive Officer.
25. Upon startup of any remediation system(s), operate the remediation system(s) continuously, except for periodic and required maintenance. Any interruption in the operation of the remediation system(s), other than for maintenance or emergencies, without prior approval from the Regional Board is a violation of this Order.

26. Optimize remedial systems as needed to improve system efficiency, operating time, and/or pollutant removal rates, and report on the effectiveness of the optimization in the Annual Report.
27. Notify Regional Board staff at least three working days prior to any fieldwork, testing, or sampling.
28. Obtain all local and state permits necessary to fulfill the requirements of this Order prior to beginning the work that requires a permit.
29. Continue any investigation, pilot study, remediation or monitoring activities until such time as the Executive Officer determines that sufficient cleanup has been accomplished, as required by this Order, and this Order has been rescinded.
30. If, in the opinion of the Executive Officer, the Discharger, or any of them, fail to comply with the provisions of this Order, the Executive Officer may refer this matter to the Attorney General for judicial enforcement or may issue a complaint for administrative civil liability.
31. Reimburse the Regional Board for reasonable costs associated with oversight of the cleanup of this Site. Failure to do so shall be considered a violation of this Order.
32. Discharger shall conform all actions required by this Order to all applicable federal, state and local laws and regulations, including but not limited to compliance with all applicable requirements of the Department of Toxic Substances Control. Discharger shall provide copies of all submittals and correspondence to DTSC for its review and comment. When DTSC provides written comments on submittals, Discharger shall address those comments in subsequent submittals.

This Order is effective upon the date of signature.

THOMAS R. PINKOS, Executive Officer

(Date)



RECEIVED

Department of Toxic Substances Control

MAR 31 2004



Edwin F. Lowry, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



CITY OF LODI
PUBLIC WORKS DEPARTMENT

Arnold Schwarzenegger
Governor



Terry Tamminen
Agency Secretary
Cal/EPA

March 29, 2004

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MAR 31 2004

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The Honorable Larry Hansen
Mayor of Lodi
c/o City Clerk's Office
P.O. Box 3006
Lodi, California 95241-1910

LODI GROUNDWATER SITE COOPERATIVE AGREEMENT AND ADDITIONAL ACTIONS, LODI, CALIFORNIA

Dear Mayor Hansen:

On February 5, 2004, Mr. Edwin F. Lowry, Director of the Department of Toxic Substances Control (DTSC) sent you a letter clarifying DTSC's enforcement roll for the cleanup of contaminated groundwater in the City of Lodi (City) Area of Contamination (Site). The letter also discussed DTSC's view of the responsibilities that the City has with respect to the site. Additionally, on March 5, 2004, DTSC transmitted to the City a Draft Imminent and Substantial Endangerment Determination and Order and Remedial Action Order (Draft Order) as persons responsible for cleaning up a release of hazardous substances at the Lodi Central Plume Area (LCPA). The Draft Order identifies the City's additional responsibility to participate with other potentially responsible parties to investigate and remediate contamination in the LCPA.

Provided below is clarification regarding DTSC's view of the City's responsibility to conduct work at the Site, and expectations for the timing of completing such work. DTSC's expects the City to conduct work in the following general categories:

1) **Exhibit A of the 1997 Cooperative Agreement**

The City needs to complete work that was started pursuant to its 1997 Cooperative Agreement with DTSC. To meet the Exhibit A requirements of the Cooperative agreement. The objective of Exhibit A was to prevent further plume migration and protect the City water supply. The City developed and obtained DTSC approval for, and began implementing a three phase Initial Site Investigation Work Plan (ISI Work Plan), prepared by Henshaw Associates, Inc. The City completed the ISI work plan, but has yet to complete a substantial amount of the Exhibit A work.

The Honorable Larry Hansen
March 29, 2004
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The purpose and scope of the ISI Work Plan was to obtain sufficient soil and groundwater quality data, and supporting hydrogeological data to: identify and evaluate potential soil and groundwater hot spots; establish baseline groundwater quality; delineate the lateral extent of the groundwater plume in the shallow groundwater; and delineate the vertical extent of the Lodi groundwater plume to meet the objectives of the Exhibit A work. This work was to provide the characterization necessary to design and implement a Down Gradient Containment System (DCRS) as outlined in Exhibit A to prevent further migration and protect the City water supply.

In March of 2000, DTSC approved the City's ISI Work Plan and the City started work. In July 2001, the City submitted to DTSC the ISI Phase I Report (ISI Report). DTSC provided written comments on the ISI Report to the City in a letter dated July 30, 2001. DTSC's comments identified recommendations for additional work for the City to do to complete the approved scope of work in the ISI Work Plan. The additional work needed includes, developing, and obtaining approval for implementing a Phase II ISI Work Plan for characterization of the deeper water bearing zones. This and other ISI work remains to be conducted by the City at this point. Please see the enclosed letter from Mr. Fran Forkas dated October 26, 2001. The letter identifies DTSC's comments on the ISI Work Plan and provides the City's response to each.

In addition, the City needs to complete work started pursuant to two ISI Work Plan Addendums, under which the City is conducting an Indoor and Ambient Air Investigation of the Guild Area. The City has partially completed the indoor and ambient air investigation and submitted to DTSC the Draft Indoor and Ambient Air Investigation (Indoor Air Sampling Report) for the Guild Area dated October 24, 2003. The Indoor Air Sampling Report identified buildings in the Guild area that are impacted by volatile organic compounds (VOC) vapors present in indoor air from the contaminated soil and groundwater, and the need to mitigate potential long term health risks to workers or residents using the buildings. DTSC provided comments to the City on the Indoor Air Sampling Report in a letter dated December 12, 2003. DTSC's comments requested that the City complete the scope of work identified in the ISI Work Plan Addendums by conducting indoor air sampling at additional buildings in the Guild area. DTSC also requested that the City notify the impacted building's owners and occupants of the sampling results and the related potential long term health risks. Please note that DTSC would like the City to place a high priority on responding to DTSC's December 12, 2003 letter regarding the City's Indoor and Ambient Air Investigation.

DTSC would also like the City to resume the Quarterly Groundwater Monitoring Program implemented through the ISI Work Plan in December 2000. In mid November 2003, the City's former consultants conducted the fourth quarter (Q4) 2003 groundwater monitoring event. However, the City has not provided DTSC a Q4 2003 Quarterly

Groundwater Monitoring Report (QMR). The QMR was due in January 2004. DTSC requests that the City submit the Q4 QMR to DTSC as soon as possible. Please also note that the Q4 QMR should fully respond to DTSC's comments on the Q3 2003 QMR which were provided to Mr. Richard Prima by Mr. Mike Vivas, DTSC's Project Manager for the Lodi groundwater project at a February 2004 meeting.

In summary, DTSC requests that the City perform the following work that meets the objectives of Exhibit A that was initiated, but not completed: 1) the Initial Site Investigation Work Plan approved by DTSC dated March 3, 2000; 2) the Indoor and Ambient Air Investigation for the Guild Local Area being conducted pursuant to the ISI Work Plan addendums; 3) the quarterly groundwater monitoring program identified in the ISI Work Plan; and 4) appropriate public participation activities for the overall site and for activities conducted by the City.

2) August, 2003 Environmental Site Investigation Work Plan

DTSC requests the City also resume work on the Environmental Site Investigation (ESI) prepared by Magellan Environmental, Inc., which was approved by DTSC and started by the City in November of 2003. The City's work pursuant to the ESI Work Plan was suspended in January, 2004 when the City dismissed the Lodi City Attorney and the technical consultants implementing the ESI Work Plan for the City.

The ESI Work Plan is defense related in nature and the objectives included; a city-wide investigation of the City's sewer system as a potential conduit for contamination released by PRPs; determining the detailed stratigraphy of the shallow and deep aquifer units near the municipal water supply wells; evaluating the vertical extent of groundwater contamination in deeper water bearing zones near existing VOC impacted municipal supply wells; and evaluating the potential presence of contamination on City property where releases due to disposal, leakage, or spillage may have occurred.

The City began implementing the ESI Work Plan in December, 2003 with fieldwork including soil gas and sewer investigation in the North area of Lodi. DTSC requests that the City place a high priority on continuing the ESI work.

3) DTSC's Draft Order for the Lodi Central Plume Area

When issued in its final form, DTSC's Draft Order for the LCPA to the City of Lodi will require the City to make best efforts to communicate, cooperate with, and participate with Performing Parties to complete the scope of work identified in Section V. of DTSC's Order issued to other potentially responsible parties in the LCPA on May 30, 2003 and amended July 9, 2003. The Order requires, among other things, that the Performing

The Honorable Larry Hansen
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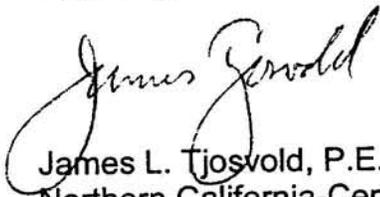
Parties conduct interim removal actions, a Remedial Investigation and Feasibility Study (RI/FS), and prepare and implement a Remedial Action Plan (RAP). DTSC has requested that the City respond in writing to DTSC's Draft Order by April 9, 2004.

In consideration of the fact that all of the above work needs to be completed, and that the City needs to procure appropriate technical consultants, DTSC is willing to consider the possibility that new consultants might recommend consolidating elements of the ISI and ESI Work Plans into a new unified city-wide remedial investigation work plan. To the extent that some of this work can meet the requirements of the work outlined in DTSC's LCPA Order, DTSC encourages the City to work with the Performing Parties through the mediation efforts provided by the court to integrate the ESI and ISI work with the work needed in the LCPA. DTSC believes that this could facilitate an effective, efficient, and comprehensive approach to cleaning up the LCPA.

DTSC requests that the City provide a written response to this letter which considers the City's responsibility to conduct investigation and cleanup work in Lodi, and includes a description of the City's recommended approach to completing the above noted work with a proposed schedule by April 16, 2004. DTSC requests that the City contact DTSC to schedule a technical meeting to discuss these issues prior to submitting a written response by April 16, 2004.

If you would like to schedule a meeting or discuss any questions you have on the letter, please contact Mr. Mike Vivas, P.E., DTSC's Project Manager for the Lodi Groundwater Site at (916) 255-3682.

Sincerely,



James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup Operations Branch

Enclosure

cc: Odd Fellows Hall Association of Lodi
218 W. Pine Street
Lodi, California 95240

The Honorable Larry Hansen
March 29, 2004
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cc: Guild Cleaners, Inc.
c/o Mr. Jack Alquist
17 Church Street
Lodi, California 95241-1910

Estate of Dwight Alquist
c/o Mr. Steven Meyers
Downey Brand Attorneys, LLP
555 Capitol Mall, 10th Floor
Sacramento, California 95814

Lodi News Sentinel, Inc.
c/o Mr. Fred Weybret
Registered Agent
125 N. Church Street
Lodi, California 95240

Lodi Hotel Investors, Ltd.
Attention: Mr. Cyrus Youseffi
1001 6th Street, #200
Sacramento, California 95814

Beckman and Company
c/o Mr. Millard W. Beckman, President
404 W. Pine Street
Lodi, California 95241

Mrs. Angelina Comporato
1301 S. Church Street
Lodi, California 95240-5715

Mr. Millard W. Beckman, President
Beckman Capitol Corporation
404 W. Pine Street
Lodi, California 95241

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cc: Mr. Richard Prima, Director
City of Lodi Public Works Department
City Hall
221 West Pine Street
P.O. Box 3006
Lodi, California 95241

Mr. Lester Levy, Esq.
Mediator & Arbitrator
Settlement Master
JAMS
The Resolution Experts
Two Embarcadero Center, Suite 1100
San Francisco, California 94111

Mr. Don Robinson
Deputy Attorney General
Department of Justice
300 S. Spring Street, Suite 500
Los Angeles, California 90015

Mr. Duncan Austin, P.E.
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive
Rancho Cordova, California 95670-6114

Mr. Derek Wong, Esq.
Office of Legal Counsel
Department of Toxic Substances Control
1001 "I" Street, 23rd Floor
P.O. Box 806
Sacramento, California 95812-0806

Mr. Steven Becker, R.G., Chief
Expedited Remedial Action Program Unit
Northern California-Central Cleanup Operations Branch
Site Mitigation and Brownfields Reuse Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

**TECHNICAL SERVICES TASK ORDER AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LODI
AND
TREADWELL & ROLLO, INC.**

THIS TASK ORDER AGREEMENT, hereinafter referred to as "Agreement," made and entered into on this 22nd day of April 2004, by and between the City of Lodi, hereinafter referred to as "Client," and Treadwell & Rollo, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, Client is proceeding with participation in remediation studies and possible work in connection with PCE and TCE soil and groundwater contamination in Lodi referred to in draft administrative orders from the State of California Regional Water Quality Control Board and Department of Toxics Substances Control, that requires the services of a consultant; and

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to accomplish such work as may be requested by Client;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Services provided shall be as described in written task orders made pursuant to and referencing this Agreement, but in general shall include engineering and analytical services.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in separate written task orders signed by Client and Consultant. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order.

III. TIME FOR COMPLETION

The time for completion of work shall be as identified in each task order issued pursuant to this Agreement.

IV. COMPENSATION

For services to be performed by Consultant, as described in each task order, Client agrees to pay, and Consultant agrees to accept, compensation as identified in each task order. Consultant shall invoice Client on a time and materials cost basis for services provided under this Agreement in accordance with the Billing Rate Schedule contained in Exhibit A unless task orders specifically indicate otherwise.

Subject to Section XVII of this agreement, Consultant may augment in-house personnel with subconsultants. Hourly rate for subconsultants shall not exceed those for equivalent in-house personnel.

Consultant shall submit invoices for services as prescribed in each task order. Client shall pay such invoices within 30 days after their receipt. If payment is not made within 30 days, interest on the unpaid balance will accrue at a rate of one (1) percent per month compounded monthly.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of Client. Client shall not direct the work and means for accomplishment of the services and work to be performed hereunder. Client, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof.

Consultant shall perform the Services in a manner consistent with the level of care and skill ordinarily exercised by consultants performing comparable services under comparable circumstances in the general location of the Project Site. Notwithstanding any provision of this Agreement, Consultant makes no representation, warranty or guarantee, express or implied, and expressly disclaims any representations, warranties or guarantees, whether made orally or in writing, and whether made prior to or contemporaneously herewith.

VI. OWNERSHIP OF DOCUMENTS

All documents and other materials obtained, prepared, or created by Consultant shall be owned by Client. Consultant shall have the right to retain copies of such materials.

VII. NO THIRD PARTY RELIANCE

Consultant and Client agree that all analyses, findings, conclusions and recommendations of Consultant made pursuant to this Agreement are for the sole benefit of Client and may not be relied on by any other person.

VIII. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, their directors, officers, and employees from and against claims, damages, losses, and expenses (including reasonable attorneys' fees) whether incurred in a third party action or in an action brought by Client against Consultant to enforce Client's rights under this provision, arising out of performance of the work, provided that any such claim, damage, loss, or expense is caused by negligent acts or omissions of Consultant, any subconsultant employed directly by Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

Client agrees to indemnify, defend and save harmless Consultant, its officers, agents and employees, and any subcontractors employed by Consultant incident to this Agreement, from and against all losses, claims, costs, damages, liabilities and other expenses, including reasonable attorneys' fees

(whether incurred in a third party action or in an action brought by Consultant against Client to enforce Consultant's rights under this provision) arising out of (a) material breach or failure to perform any material provision of this Agreement by Client, or (b) the negligence, gross negligence, or willful misconduct of Client.

IX. HEALTH AND SAFETY

Client assumes all responsibility for the health and safety of all persons affected by the Project Site or the Services, except the Consultant and persons under the direct control, supervision, or direction of the Consultant.

X. INSURANCE

Consultant shall procure and maintain the following insurance policies, each of which shall provide primary coverage with respect to work performed under this Agreement.

1. Comprehensive General Liability Insurance. Insurance including premises/operations, products/completed operations, blanket contractual, and broad-form property damage liability coverages. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence, and \$2,000,000 per year in aggregate.
2. Automobile Bodily Injury and Property Damage Liability. Insurance covering owned (if any), non-owned, rented, and leased cars. The limit shall not be less than \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability. Insurance as prescribed by applicable law, including liability under the Longshoreman's and Harbor Workers' Act and the Jones Act, if applicable. The employer's liability limit shall not be less than \$1,000,000.
4. Professional Liability Insurance. Insurance covering losses resulting from errors or omissions of the Consultant. The limit of liability shall not be less than \$1,000,000 per claim and in the aggregate.

Should Consultant or any of its officers, employees, or agents be found to have been negligent in the performing of professional services or work, or to have breached any express or implied warranty, breached any representation or any provision of this Agreement, Client, all persons or entities claiming through Client and all persons or entities claiming to have in any way relied upon or been damaged by Consultant's services or work agree that the maximum aggregate amount of the liability of Consultant, its officers, employees and agents shall be limited to the total amount of the fee paid to Consultant by Client for its work performed with respect to the project, or \$500,000, whichever is greater. The Agreement price is predicated on this limitation of liability. Should Client object to this provision, then the Agreement price will be renegotiated by Consultant and Client to account for the increase in Consultant's potential liability. Any objection by Client to this limitation on liability must be conveyed to Consultant before Client's acceptance of this Agreement.

XI. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by either Client or Consultant without the prior written consent of the other.

XII. BENEFIT

Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.

XIII. TERMINATION

Client may terminate this Agreement for its convenience. Consultant shall be compensated for work performed to the date of termination including a reasonable amount for profit on work accomplished and cost to terminate work.

In the event Consultant shall persistently fail to perform services and work hereunder in a manner satisfactory to Client, this Agreement may, at Client's option, be terminated. Consultant shall be compensated for completed and useful work performed to the date of termination.

Client or Consultant may terminate this Agreement at any time on 30 days prior written notice to the other party.

This Agreement shall terminate without any action of a party in the event either Client or Consultant becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors.

XIV. RIGHT OF INSPECTION AND AUDIT

Client shall at reasonable times during the term of this Agreement have reasonable access to inspect and audit project-related documents and other materials resulting from Consultant's activities pursuant to this Agreement. Client shall reimburse Consultant for Consultant's reasonable costs in assisting with any such inspections and audits.

XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

No provision of this Agreement shall be construed for or against any party on the basis of its contribution, or lack of contribution, to the drafting of such provision, and the provisions of Section 1654 of the California Civil Code shall have no application to this Agreement. The failure of any party to enforce any provision of this Agreement shall not in any way be construed as a waiver of

any such provision and shall not prevent that party from thereafter enforcing such or any other provision of this Agreement.

XVI. NON-BINDING MEDIATION

Any dispute or controversy between the parties relating to this Agreement shall be attempted to be resolved in good faith pursuant to non-binding mediation. The parties shall attempt to select the mediator by mutual agreement. If they are unable to do so within fifteen (15) calendar days from the date the dispute is first identified by the party first to assert a claim, the party first asserting one or more claims shall provide the other party with a written list of names of five (5) potential mediators. The other party shall either select the mediator from such list, or shall provide the other party with a written list of names of five (5) additional potential mediators. The mediator thereupon shall be selected from such list of ten (10) names by the parties alternately striking names from such list, the first party to strike a name being selected by the parties' flip of a coin. The last name remaining to be stricken from the list shall be the mediator. The parties shall proceed to resolve the dispute through non-binding mediation within forty-five (45) calendar days from the date of the mediator's selection, or such longer period as the parties may mutually agree upon. If the parties are unable to resolve the dispute by such means after making every reasonable effort to do so, the parties thereafter may pursue such other remedies as may be available to them under the provisions of this Agreement and pursuant to the laws of the State of California. The paragraph shall not apply to claims made by Consultant pursuant to Mechanics Lien laws.

XVII. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

XVIII. SUBCONTRACTS

Except with prior written approval of Client, Consultant shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

XIX. NOTICES

Any notice to a party in connection with this Agreement must be in writing and addressed to the party at its address as set forth in the Task Order, or such other address or addresses as to which the parties may notify each other from time to time. Any notices made to Consultant shall be addressed to Consultant's project manager or principal in charge of the project described in the Task Order. All notices made hereunder shall be deemed effective on receipt. Client shall notify Treadwell & Rollo, Inc. by certified mail of any change of ownership or any information provided on the Acceptance of Proposal on Authorization to Proceed. In the event client fails to notify, in writing by certified mail, any changes, Client shall be liable for all credit extended prior to said written notification as though no changes in fact occurred, without prejudice to Client's right to proceed, additionally against all successors.

TREADWELL & ROLLO, INC.

CITY OF LODI

Signature

Signature

Philip Smith

Printed Name

H. Dixon Flynn

Printed Name

Principal

Title

City Manager

Title

Date

Date

attachment

Approved as to form

D. Stephen Schwabauer
Interim City Attorney

Exhibit A

Billing Rate Schedule

<u>Position</u>	<u>Billing Rate</u> <u>(dollars per</u> <u>hour)</u>
Philip Smith	207
Michael McGuirer	184
Dorinda Shipman, Patrick Hubbard	166
David Dixon, Glenn Leong	146
Michael Chamberlain	121
Joshua Graber	106
Other Staff	8% below standard rates

Direct expenses (telephone, reproduction, postage, *etc.*) will be billed at actual cost.

Mileage will be billed at \$0.35 per mile.

Travel time will be included at the appropriate hourly rate either at 50% or one-way only.

Subconsultants as approved by the City will be billed at actual cost plus 10%.

EQUIPMENT CHARGES

Vans, Trucks	\$13.50/hr	(travel time plus time on site)
Nuclear Moisture-Density Guage	\$12.50/hr	
Special Computer or Analytical Software	\$30.00/hr	
Other Equipment	As approved by City	

DRAFT

13 April 2004

City of Lodi Public Works Department
Attention: Mr. Richard C. Prima, Jr.
P.O. Box 3006 (221 West Pine Street)
Lodi, California 95241-1910

Subject Request for Authorization to Proceed with Data Review and Assessment

Dear Mr. Prima:

Thank you for your call yesterday regarding setting up an initial task to review and “come up to speed” with the reports and data accumulated by Lodi regarding soil and groundwater contamination, potentially responsible parties that have contributed to the contamination, and regulatory and legal issues. We are already relatively well-versed in the Central Plume technical issues, but have not addressed other known contaminant sources or other plumes including the West, Busy Bee, South, and North Plumes.

We propose to designate this work as Task 1, Data Review and Assessment. The work will include the following:

- A visit to Lodi to meet with City personnel and attorneys and review the data repository and related files held by the City.
- One meeting with the Regional Water Quality Control Board and another meeting with the Department of Toxic Substances Control to hear their assessments of the technical and regulatory issues and review their files, as needed.
- Compilation of a bibliography of documents and set-up of a working project “library” for documents currently held and those that will be added as we go forward. This would be a subset of the current 25,000-volume records repository maintained in Lodi.
- Preliminary compilation of data appropriate to our work, including tables and plots of contaminant concentrations.
- Review and assessment of key documents.

Our past experience in reviewing extensive data repositories suggests that the use of our time can be maximized by having a senior professional perform a preliminary evaluation and identification of pertinent documents for copying in Lodi or Sacramento (for regulatory agency documents) followed by detailed evaluation in our offices. We will maintain a working library of pertinent documents, while keeping originals in Lodi. Our Administrative Assistant will keep a record of documents reviewed and maintain the working library.



We are requesting a budget of \$25,000 to complete this work, broken down by individual as follows:

Budget Request

Data Review and Assessment

Philip Smith, Program Manager	\$7,000
Patrick Hubbard, Project Geologist	5,000
Dorinda Shipman, Project Hydrogeologist	5,000
Michael McGuire, Project Engineer	3,000
Staff Geologist/ Engineer.....	3,000
Susan Penn, Administrative Assistant	<u>2,000</u>
TOTAL	\$25,000

The budget request assumes the following:

- Mr. Smith will spend one day in Lodi to meet with City personnel and attorneys, review the data repository and one day each with the regulatory agencies.
- The Administrative Assistant and a Staff Geologist/ Engineer require approximately 50 hours to set up the working library and prepare a preliminary compilation including tables and plots of PCE concentrations in groundwater
- Four senior professionals (Mr. Smith, Hubbard, and McGuire and Ms. Shipman) use approximately 30 to 40 hours each for review and assessment of the data.

We will only invoice for the number of hours and expenses actually billed, and we will not exceed the budgeted amount without your prior knowledge and authorization. Based on the results of our initial phase of work and the project needs, we will be better able to assess possible additional phases of work and associated costs.

We look forward to beginning this work with you. Please call with any questions.

Sincerely yours,
TREADWELL & ROLLO, INC.

Philip G. Smith, REA II
Vice President
04130401-Lodi.PGS

RESOLUTION NO. 2004-74

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING TECHNICAL SERVICES TASK ORDER
AGREEMENT WITH TREADWELL AND ROLLO, INC.,
AND FURTHER APPROPRIATING FUNDS

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Technical Services Task Order Agreement with Treadwell and Rollo, Inc., relating to the Environmental Abatement Program; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute Task Orders up to \$100,000.00 and appropriate funds for this project as follows:

\$100,000.00 Water Fund

Dated: April 21, 2004

I hereby certify that Resolution No. 2004-74 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 21, 2004, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hitchcock, Howard, Land, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk

CITY COUNCIL

LARRY D. HANSEN, *Mayor*
JOHN BECKMAN
Mayor Pro Tempore
SUSAN HITCHCOCK
EMILY HOWARD
KEITH LAND

CITY OF LODI

PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

H. DIXON FLYNN
City Manager
SUSAN J. BLACKSTON
City Clerk
D. STEVEN SCHWABAUER
Interim City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

April 15, 2004

Treadwell & Rollo, Inc.
Mr. Philip Smith
555 Montgomery Street, Ste. 1300
San Francisco, CA 94111

SUBJECT: Adopt Resolution Approving Technical Services Task Order Agreement with Treadwell & Rollo, Inc., Authorize City Manager to Execute Task Orders, and Appropriate Funds

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, April 21, 2004. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Susan Blackston, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call me at (209) 333-6759.



for:

Richard C. Prima, Jr.
Public Works Director

RCP/pmf

Enclosure

cc: City Clerk