



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

SEVENTEENTH AMENDMENT

THIS SEVENTEENTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of 2/14/2024 (the "Effective Date"), by and between **THE CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY**, a municipal corporation, ("Successor Agency") and **EKI ENVIRONMENT & WATER, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the Successor Agency and Contractor entered into a Professional Services Contract dated July 14, 2004 ("Contract") for the purpose of retaining the services of Contractor to provide to complete a Phase I Environmental Site Assessment of Site B; and

WHEREAS, commencing in 2004, the Emeryville Redevelopment Agency ("Agency") undertook actions to redevelop those certain parcels located between the Bay Street development and the Powell Street overpass for highest and best uses; and

WHEREAS, the development area is made up of five parcels; namely, Assessor Parcel Nos. 049-1321-001-02, 049-1321-001-04, 049-1321-003-02, 049-1321-004-04, and 949-1321-005-00 [collectively referred to as South Bayfront Site B ("Site B")]; and

WHEREAS, the Agency retained the Consultant to complete a Phase I Environmental Site Assessment of Site B, and such work was completed and summarized in a report dated July 14, 2004 which determined a further Phase II Environmental Site Assessment was required; and

WHEREAS, thereafter the Agency approved a Professional Services Agreement with the Consultant to complete a Phase II Environmental Site Assessment of Site B including soil and groundwater sampling and development of a remediation cost estimate and, after said work was completed, the Agency approved a First Amendment to Professional Services Agreement for further investigative work to fill in data gaps; and

WHEREAS, the Agency then approved a Second Amendment to the Professional Services Agreement for additional data gap investigations, preparation of a human health risk assessment ("HHRA") and a remedial investigation ("RI") report for submittal to the California Environmental Protection Agency, Department of Toxic Substances

FOR CITY USE ONLY

Contract No.	23096E-1704-CM01	CIP No.	
Resolution No.	SA12-23	Project No.	

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Control ("DTSC"); and

WHEREAS, the Consultant completed a draft RI/HHRA report in June 2006 and submitted said report to DTSC, who identified certain additional data gaps; and

WHEREAS, the Agency approved a Third Amendment to the Professional Services Agreement to address these additional data gaps as part of the revision of the RI/HHRA and to prepare a draft Feasibility Study/Remedial Action Plan ("Draft FS/RAP") and draft Remedial Design and Implementation Plan ("Draft RDIP"); and

WHEREAS, the Consultant submitted a revised RI/HHRA to DTSC in May 31, 2007; completed the Draft FS/RAP, which was approved by the Agency on March 3, 2008 after a duly noticed public comment period; submitted a Draft RDIP for review by DTSC; and prepared draft plans and specifications for use in soliciting bids from contractors to implement the remedial plan; and

WHEREAS, the Agency approved a Fourth Amendment to the Professional Services Agreement for ongoing environmental consulting services that would be needed to continue the development of the remedial activities on Site B; and

WHEREAS, upon approval of the RDIP by DTSC, the Agency publicly bid and thereafter awarded a contract to Pacific States Environmental Contractors, Inc. to undertake the remediation excavation activities and also approved a Fifth Amendment to the Professional Services Agreement to provide environmental consulting services for initial implementation of the remedial plan for Site B; and

WHEREAS, on December 16, 2008, the Agency approved a Sixth Amendment to the Professional Services Agreement for the completion of the RDIP and ongoing services related to the initial evaluation of potential additional groundwater remediation measures once the excavations were completed; and

WHEREAS, on April 21, 2009, the Agency approved a Seventh Amendment to the Professional Services Agreement for ongoing and additional work related to the implementation of the soil remedial plan through June 2009 and initial work regarding the implementation of post-soil remediation activities; and

WHEREAS, on July 21, 2009, the Agency approved an Eighth Amendment to the Professional Services Agreement for ongoing and additional work related to the implementation of the soil remedial plan through August 2009 and development of a post-soil remediation groundwater monitoring plan in accordance with the FS/RAP; and

WHEREAS, on March 2, 2010, the Agency approved a Ninth Amendment to the Professional Services Agreement for work related to the post-soil remediation groundwater activities in accordance with the FS/RAP; and

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WHEREAS, on September 21, 2010, the Agency approved a Tenth Amendment to the Professional Services Agreement for additional environmental consulting services related to continuing field implementation of post-soil remediation groundwater activities and an on-site groundwater pilot study; and

WHEREAS, the results of the on site groundwater pilot study were favorable in terms of addressing groundwater impacts and additional environmental consulting services were identified and authorized on April 5, 2011 pursuant to an Eleventh Amendment to the Professional Services Agreement which provided for: (1) project management including processing of an amendment to the FS/RAP in order to designate in-situ remediation as the primary groundwater remedial approach; (2) ongoing groundwater monitoring for the period of April 2011 through April 2013; (3) Implementation of in-situ on-site groundwater remediation on Site B; (4) Implementation of in-situ groundwater remediation in the east Powell Street area; (5) Investigation of additional potential off site sources of VOCs to Site Groundwater; and (6) Preparation of Environmental Risk Management Plan and provide support during Site B redevelopment; and

WHEREAS, in accordance with the services authorized pursuant to the Eleventh Amendment, the amendment to the FS/RAP for the Site B groundwater remedial approach was prepared and approved by DTSC for dissemination for public comment for the period of May 15, 2013 through June 14, 2013; ongoing groundwater monitoring has been conducted; implementation of in-situ groundwater remediation in the east Powell Street area has been conducted and completed; and investigation of additional off-site sources of VOCs to Site B has also been undertaken; and

WHEREAS, subsequent to the authorization and execution of the Eleventh Amendment on April 5, 2011, the Agency was dissolved pursuant to AB X1 26 (the "Dissolution Act") effective as of February 1, 2012; and

WHEREAS, in accordance with the Dissolution Act, the City Council of the City of Emeryville elected to have the City of Emeryville serve as the Successor Agency to the Emeryville Redevelopment Agency ("Successor Agency"); and

WHEREAS, the remediation of the upper/shallow groundwater zone was conducted in late summer/early fall 2013 and after two rounds of post remedial groundwater sampling events in early 2014, the Final Shallow Groundwater Remediation Completion Report was approved on November 25, 2014, finding no need for supplemental remedial injections necessary at this time; and

WHEREAS, based on the data available, the Successor Agency has maintained that impacts to the lower/deeper groundwater zone on Site B were from an off-site source and thus remedial efforts to address the contamination was the responsibility of another party; and

WHEREAS, notwithstanding the favorable results of the remedial activities pertaining to the upper/shallow groundwater zone, the sampling data following the on-site injections

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to the upper/shallow groundwater zone has shown an effect to the lower/deeper zone, and hence the possibility that the impacts to the lower/deeper groundwater zone on Site B emanate from Site B; and

WHEREAS, the Successor Agency was directed by DTSC in September 2014 to undertake activities to address the lower/deeper groundwater zone on Site B and/or provide DTSC with more definitive proof that the impacts to the lower/deeper groundwater zone on Site B are from an off-site source; and

WHEREAS, on January 20, 2015, a Thirteenth Amendment to the Professional Services Agreement was approved by the Successor Agency to provide additional time through June 30, 2017 to commence activities to further characterize contamination in the lower/deeper groundwater zone and investigate the origins thereof, and to thereafter prepare and process an amendment to the FS/RAP to address said contamination in the lower/deeper groundwater zone and implement said remedy, if necessary; and

WHEREAS, at the time the Thirteenth Amendment was presented there remained approximately \$520,000 in the budget under EKI's contract to commence the work of characterizing the deeper zone groundwater impacts at Site B and investigating potential off-site sources of that contamination as required by DTSC; and

WHEREAS, in April 2015, DTSC approved the work plan for the required characterization/investigative work needed to be undertaken for Site B and, pursuant to additional funding provided by a Fourteenth Amendment approved on June 16, 2015, the Consultant has moved forward with the characterization/investigative work in concert with similar work required for the corporation yard site and completed its field activities during the summer/early fall of 2015; and

WHEREAS, as required by DTSC, additional funds are required to undertake unanticipated additional injections of amendment and microbes to aid the degradation of vinyl chloride in shallow groundwater, as well as the full scale injections to deeper groundwater now being required by DTSC; thereafter there will be the need to prepare the environmental risk management plan to be implemented during future development, the land use covenant, as well as the costs of long-term groundwater monitoring activities; and

WHEREAS, the Fifteenth Amendment was to augment the contract budget such that there was sufficient money available to cover the costs of the preparation of the investigation report, an amendment to the FS/RAP to address impacts to the deeper groundwater zone, supplemental injections to shallow groundwater, full scale injections to the deeper groundwater zone, installation of permanent wells along the southern and easterly boundaries of the Site to aid with future supplemental injections to both shallow and deep groundwater zones, and then three biennial rounds of injections to the shallow and deep groundwater zones in future years, if warranted, the costs to prepare the Environmental Risk Management Plan to be implemented during future Site B development, the land use covenant, as well as the costs of long-term groundwater; and

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WHEREAS, the Sixteenth Amendment was to augment the contract budget such that there is sufficient money available to cover the costs of the semi annual groundwater monitoring, preparing semiannual groundwater reports, general environmental project management services for Site B; and

WHEREAS, the intent of the Seventeenth Amendment is to augment the contract budget such that there is sufficient money available to cover the costs of the semi-annual groundwater monitoring, preparing semi annual reports, conducting supplemental ERD injections, providing on-going project management services, and covering the costs for long-term groundwater monitoring through June 30, 2025;and

WHEREAS, the Successor Agency finds that specialized knowledge, skills, and training are necessary to render the environmental consulting services required for the continued implementation of post-soil remediation of groundwater on Site B; and

WHEREAS, the Successor Agency has reviewed the original Professional Services Agreement and preceding sixteenth amendment, determined that the Consultant is qualified by training and experience to render such services, and prepared a Seventeenth Amendment to the Professional Services Agreement to increase the compensation by \$1,090,000 for a total not to exceed amount of \$17,083,000; and

WHEREAS, the Successor Agency and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

OR

Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-Seventeen**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2025**.

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1.3 Total Compensation Amount

- The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **ONE MILLION NINETY THOUSAND DOLLARS AND NO CENTS (\$1,090,000)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **SEVENTEEN MILLION EIGHTY THREE THOUSAND DOLLARS AND NO CENTS (\$17,083,000)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

5. WAIVER

The Successor Agency's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

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6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT SEVENTEENTH AMENDMENT

IN WITNESS WHEREOF the Successor Agency and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
General Counsel

Dated:

2/14/24

CITY OF EMERYVILLE AS SUCCESSOR AGENCY TO THE EMERYVILLE REDEVELOPMENT AGENCY

Paul Buda
Executive Director

Dated:

DS
EJ

EKI ENVIORONMENT & WATER, NC.

DocuSigned by:
Earl James (Signature)
Earl James, P.G. Vice President

Attach: W-9 Form	Attach: Business License Certificate	Attach: Insurance Certificate and Endorsements
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2001 Junipero Serra Boulevard, Suite 300
Daly City, California 94014
(650) 292-9100
ekiconsult.com

29 November 2023

Pedro Jimenez
Assistant City Manager
City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency
1333 Park Avenue
Emeryville, California 94608

Subject: Proposal for Environmental Consulting Services Associated with South Bayfront Site B for the Period 1 July 2024 to 30 June 2025
5770 Shellmound Street, Emeryville, California
(EKI A40028.01)

Dear Mr. Jimenez:

EKI Environment & Water (EKI or Consultant) is pleased to submit this proposal to the City of Emeryville as Successor Agency to the Emeryville Redevelopment Agency (Successor Agency; Client) for environmental consulting services associated with South Bayfront Site B in Emeryville, California, (Site B). Funding for investigations and remediation activities conducted at Site B is provided by the Successor Agency pursuant to its recognized obligation payments schedule (ROPS) process administered by the Alameda County Oversight Board and State Department of Finance (DOF) following the dissolution of redevelopment agencies effective on 1 February 2012. The Department of Toxic Substances Control (DTSC) is providing regulatory oversight for investigation and remediation activities at Site B. This proposal is for services to be provided during the ROPS period 1 July 2024 through 30 June 2025 (ROPS 24-25).

BACKGROUND

Soil and groundwater remedial measures have been implemented at Site B, including soil excavation, in-situ enhanced reductive dechlorination (ERD) of shallow and deeper groundwater, and monitored natural attenuation (MNA). Post-groundwater remediation monitoring data indicate the primary sources of chlorinated volatile organic compounds (CVOCs) continuing to impact groundwater at Site B are from uncontrolled upgradient off-site sources. Historical data indicate that supplemental injections would likely need to be conducted every two to three years to treat upgradient CVOC-impacted groundwater migrating onto Site B until upgradient CVOC-impacted groundwater is addressed at its source site. In recent groundwater monitoring reports, EKI recommended no further supplemental injections for Site B because it is impractical to

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continue ERD injections with ongoing upgradient off-site sources of CVOCs in groundwater impacting Site B. However, DTSC requested preparation of an injection workplan for additional supplemental injection activities to complete the dichlorination process past vinyl chloride for Site B in the S10 and 1032 units in a 30 June 2023 comment letter based on previously submitted groundwater monitoring reports. EKI is in the process of preparing a response to DTSC comment letter. For budgeting purposes for the ROPS 24-25 period, it is assumed that an additional supplemental ERD injection event will be conducted along the upgradient eastern and southern property boundaries of Site B.

Ongoing semiannual groundwater monitoring for on-site shallow and deeper groundwater will continue in accordance with the DTSC-approved groundwater monitoring plan (GWM Plan).

It is EKI's understanding that once implementation of remedial activities at the upgradient Former Marchant/Whitney Site, located at 5679 Horton Street in Emeryville, have sufficiently progressed, the draft Operations & Maintenance (O&M) Plan, which calls for implementation of vapor intrusion mitigation systems in connection with future structures located on Site B, will be submitted to DTSC in the latter part of the ROPS 24-25 period or early ROPS 2025/2026 period for review and approval.

SCOPE OF SERVICES FOR ROPS 24-25

EKI's proposed scope of services is described below. This proposed scope of work reflects anticipated tasks to be conducted during the ROPS 24-25 period.

Task 1 – Conduct Semi-Annual Groundwater Monitoring

The existing Site B groundwater monitoring well network consists of 45 on-site and three off-site groundwater monitoring wells located at East Powell. This task includes budget for groundwater monitoring on a semi-annual basis in accordance with the DTSC-approved GWM Plan. Specific tasks include: (1) pre- and post- field preparation, (2) water level monitoring, (3) coordinating water level monitoring schedules with Arcadis such that Site B groundwater monitoring level measurements occurs at approximately the same time as the Sherwin Williams wells located on the South Bayfront Site A to the south of Site B, (4) purging wells and measuring field parameters, (5) collecting and analyzing groundwater samples for VOCs, arsenic, and/or total organic carbon in accordance with the DTSC-approved GWM Plan, (6) minor well head maintenance, as needed, and (7) management of investigation derived waste.

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Task 2 – Prepare Semi-Annual Groundwater Monitoring Reports

This task includes budget for preparing two semi-annual groundwater monitoring reports. The reports will include: (1) background information including site geology and hydrogeology and a description of the Site B groundwater well network, (2) sampling methods and procedures used during the groundwater monitoring event, (3) a summary of the results of the semi-annual groundwater monitoring event, and if available, incorporation of the results for the Chevron well network located in East Powell, and (4) conclusions and recommendations for next steps. A draft report will be submitted for review by the Successor Agency. After receipt of any comments, a draft report will be submitted to the DTSC for review. After receipt of any comments from DTSC, a final report will be submitted to the DTSC and uploaded to DTSC's Envirostor website.

Task 3 – Conduct Supplemental ERD Injections in the S10 and 1032 Units and Prepare Reports

This task will include preparation of a supplemental injection work plan for DTSC approval and supplemental ERD injections in the S10 and 1032 Units as follows:

- S10 Unit - Eastern and Southern Property Boundaries of Site B: injection of 10 existing groundwater monitoring wells in the S10 Unit along the eastern and southern property boundaries of Site B. The amendment to be injected (approximately 30,000 gallons) will include organic substrate, buffer, oxygen scavengers, vitamin B12, and microorganisms (as needed) using reagents previously successfully injected at Site B.
1032 Unit - Eastern Property Boundary and South-Central Portion of Site B: injection of 9 existing injection wells in the 1032 Unit along the eastern and southern Site B property boundaries and 2 new injection wells in the 1032 Unit in the south-central portion of Site B. The amendment to be injected (approximately 25,000 gallons) will include organic substrate, buffer, oxygen scavengers, vitamin B12, and microorganisms (as needed) using reagents previously successfully injected at Site B.

The rate and pressure during injection, as well as total volume will be monitored to assess whether the wells and subsurface conditions will allow sufficient amendment to be added to the subsurface to maintain reducing conditions. This task includes 1 baseline (i.e., pre-injection) and 2 post-injection groundwater sampling events of the 20 existing groundwater wells in the S10 Unit and 11 existing groundwater wells in the 1032 Unit with groundwater samples analyzed for VOCs, metals (2 wells), and total organic carbon, and also geochemical and biological analysis of groundwater samples. The pre- and post-injection groundwater sampling events will be coordinated with routine semiannual groundwater monitoring, if feasible.

The work plan and report writeups will be included as part of the semiannual reports.

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Task 4 – General Environmental Project Management Services

This task includes project management services and ongoing technical and legal support services.

- Monthly Progress Reports and Budget Updates: EKI will prepare monthly progress reports for the Client. The progress reports will summarize tasks completed in the previous month and planned for the coming month. These progress reports and a budget summary table will accompany EKI invoices to Client.
- Prepare Tasks for ROPS Funding Cycle 2025/2026: EKI will prepare a proposal for the ROPS 2025/2026 funding cycle (July 2025 through June 2026) based upon the progress of the project in 2024.
- Ongoing Technical Support and Consultation to Legal Counsel: EKI will provide continued technical support and environmental engineering consultation services regarding coordination with regulatory agencies, Client, its staff, and other consultants, related to the Site, when requested by the Client. EKI representatives will attend meetings and participate in conference calls with Client, its staff, other consultants, and regulatory agencies, when requested.

PROJECT SCHEDULE

It is EKI's understanding that this proposal is for the period of approximately 1 July 2024 to June 2025 and is subject to funding approval by the DOF. We are prepared to begin work on this project upon receipt of authorization to proceed from Client.

COMPENSATION FOR CONSULTING SERVICES

Compensation for consulting services by EKI will be on a time and expense reimbursement basis in accordance with an updated Schedule of Charges, that will be dated 2 January 2024, as discounted for the Successor Agency. On the basis of the proposed Scope of Work, we propose a budget of \$1,090,000 for completion of Tasks 1 through 4, which will not be exceeded without prior authorization from Client.

A summary breakdown of the proposed project budget by key tasks is presented below.



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<u>Proposed Task</u>	<u>Proposed Budget</u>
Task 1 Conduct Semi-Annual Groundwater Monitoring Events	\$110,000
Task 2 Prepare Semi-Annual Groundwater Monitoring Reports	\$90,000
Task 3 Conduct Supplemental ERD Injections in the S10 and 1032 Units and Prepare Reports	\$850,000
Task 4 General Environmental Project Management Services	\$40,000
Total Proposed Budget	\$1,090,000

The budget may be reallocated among tasks as necessary to achieve the project goals. EKI will inform the Client in writing if work beyond the scope identified in this proposal will be required to achieve the objectives described herein or to comply with requirements of the designated regulatory agency. EKI will perform such additional services upon written authorization from the Client.

AUTHORIZATION

We assume that the Client will provide an Amendment to EKI's Professional Services Agreement (PSA), as previously done in our Agreements dated 8 July 2004 and 8 November 2005 and subsequent authorizations, that provides specific work authorization for the scope of work in this proposal. We assume that the terms of this Amendment will be consistent with the most recent PSA between EKI and the Client, with modifications appropriate to this specific scope of work.

We are pleased to have the opportunity to work with you on this project. Please call if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.

A handwritten signature in black ink, appearing to read 'Earl James'.

Earl James, P.G.
Vice President

Attachments:

EKI Updated Schedule of Charges dated 2 January 2024

**Client/Address: City of Emeryville as Successor Agency to the
Emeryville Redevelopment Agency**
1333 Park Avenue
Emeryville, CA 94608-3517



SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2024

<u>Personnel Classification</u>	<u>Standard Rate</u>	<u>5% Discounted Rate</u>
Officer and Chief Engineer-Scientist	345	328
Principal Engineer-Scientist	333	316
Supervising I, Engineer-Scientist	321	305
Supervising II, Engineer-Scientist	208	293
Senior I, Engineer-Scientist	297	282
Senior II, Engineer-Scientist	286	272
Associate I, Engineer-Scientist	273	259
Associate II, Engineer-Scientist	258	245
Engineer-Scientist, Grade 1	240	228
Engineer-Scientist, Grade 2	227	216
Engineer-Scientist, Grade 3	206	196
Engineer-Scientist, Grade 4	185	176
Engineer-Scientist, Grade 5	163	155
Engineer-Scientist, Grade 6	142	135
Project Assistant	134	127
Technician	129	123
Senior GIS / Database Analyst	167	159
CADD Operator / GIS Analyst	148	141
Senior Administrative Assistant	164	156
Administrative Assistant	128	122
Secretary	107	102

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate.

CADD and other specialized software computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

