

RESOLUTION NO. 17-120

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A First Amendment To The Professional Services Agreement With AECOM In An Amount Not To Exceed \$247,017 For Archeological Services Within The Site Of The South Bayfront Bridge/Horton Landing Park Project, EPW 17-103 (CIP # 16475006)

WHEREAS, in 2010, the City of Emeryville (or it's) Redevelopment Agency (Agency) entered into a Professional Services Agreement (PSA) with URS Corporation (URS) to perform Archeological investigations of Horton Landing Park area pursuant to General Plan Policy CSN-P-30; and

WHEREAS, this work looked into the South Bayfront Bridge support foundations on the east side of Union Pacific Railroad tracks; and

WHEREAS, the work was halted due to the loss of major funding with the dissolution of the Emeryville Redevelopment Agency; and

WHEREAS, in June 2015, after nearly 3.5 years of legal proceedings, the City of Emeryville was successful in restoring \$11.2 million in former Agency funds towards the project; and

WHEREAS, the City is now ready to move the project forward to construction; and

WHEREAS, City Staff attempted to solicit a reactivation proposal from URS and found that it had merged and become a part of AECOM; and

WHEREAS, former archeological staff from URS had been retained by AECOM and are available to continue work previously halted and also expand efforts to investigate conditions within the Project Site on the West side of the railroad tracks; and

WHEREAS, the City entered into an Agreement with AECOM for \$26,750 to begin preliminary investigative work within the Project Site on the West side of the railroad tracks; and

WHEREAS, AECOM has proposed to perform detailed investigative work on the Project Site on the West side of the Railroad tracks and continue and complete investigative work, previously halted, within the project site on the East side of the railroad tracks for \$220, 267.

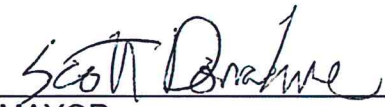
WHEREAS, the proposed First Amendment to the Professional Services Agreement with AECOM increases the amount of compensation to an amount not to exceed \$247,017; and

WHEREAS, there is sufficient funding appropriated as part of the Capital Improvement Program for the South Bayfront Bridge / Horton Landing Park project to cover the cost of said Professional Services Agreement; now, therefore, be it

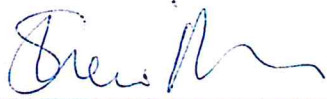
RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with AECOM in an amount not to Exceed \$247,017 for Archeological Services at the site of The South Bayfront Bridge/Horton Landing Park Project, CIP# 16475006.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 25, 2017, by the following vote:

AYES:	<u>5</u>	Mayor Donahue, Vice Mayor Bauters and Council Members Martinez, Medina and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This **First Amendment to Professional Services Agreement** ("First Amendment") is made and entered into this 7th day of September, 2017, between the **CITY OF EMERYVILLE**, a municipal corporation ("City") and **AECOM Technical Services, Inc.** ("Consultant"),

WITNESSETH THAT:

WHEREAS, in early July of 2017 the City entered into a Professional Services Agreement in an amount not to exceed \$26,750 with Consultant for preliminary archeological testing for the South Bayfront Bridge/Horton Landing Park project ("Project"); and

WHEREAS, continuing archeological services are required for said Project prior to and during construction of said Project; and

WHEREAS, a proposal for said continuing services was received from Consultant in the amount of \$220,267; and

WHEREAS, a First Amendment to said Agreement is required, increasing the contract amount by \$220,267 to an amount not to exceed \$247,017; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this First Amendment; and

WHEREAS, the City has determined that the Consultant is qualified by training and experience to render such services and the Consultant desires to provide such services; and

WHEREAS, the public interest will be served by this First Amendment; and

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

1. Section I. B "Services" is amended to read as follows:

The services to be completed under this First Amendment Agreement are as described in the Consultant's Proposal dated January 27, 2017, attached hereto as Exhibit "A".

2. Section I. C. Schedule and Completion Date is amended to read as follows:

The services to be provided by Consultant under this Agreement shall commence on the Effective Date and terminate on December 31, 2018.

FOR CITY USE ONLY			
Contract #:	17032-0117-PW01	CIP #:	16475006
Reso. #:	17-120	EPW #:	N/A

3. Section III. B of Compensation and Method of Payment is amended to read as follows:

The total amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **TWENTY-HUNDRED AND FORTY-SEVEN THOUSAND AND SEVEN-TEEN DOLLARS (\$247,017)** except as outlined in Section II.C., above. The compensation for Services performed shall be computed based upon time and materials at the hourly rates stated in Attachment A attached to Exhibit A. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. All other terms and conditions of the original Professional Services Agreement, shall be unchanged as a result of this First Amendment.

IN WITNESS WHEREOF the City and the Consultant have executed this First Amendment effective as of the date the City Manager executes this First Amendment on behalf of the City.

APPROVED AS TO FORM:

Michael Quinn
CITY ATTORNEY

CITY OF EMERYVILLE:

Carolyn Lehr
Carolyn Lehr, CITY MANAGER

DATED: 9-7, 2017

AECOM

By: STN

Title: Vice President

January 27, 2017

Cultural Resources Proposal, Horton Street Landing 1/27/2017

Mr. Maurice Kaufman
Public Works Director/City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, CA 94608

**Re: Continuing Archaeological Services
Horton Street Landing Project, Emeryville**

Dear Mr. Kaufman:

AECOM (formerly URS Corporation [URS]) has developed the following scope of work and cost estimate to assist the City of Emeryville (City) with preconstruction archaeological clearance for the Horton Street Landing Project. This scope includes a continuation of the work initiated by URS in 2010, which was put on hold in early 2012 due to loss of Redevelopment Agency funding; as well as additional services which have since been identified as necessary for archaeological clearance prior to project construction on the west side of the proposed railroad overcrossing. The new archaeological efforts outlined in this scope of work, as well as the balance of the work which was put on hold in the original contract between the City and URS (Contract #10111-0209-ED01), are required to ensure that the City remains in compliance with Conservation Policy 30 (CSN-P-30) of the City's General Plan as well as additional state laws regarding the disturbance of human remains and archaeological resources.

The City's current objectives are to establish a better understanding of the subsurface conditions as they relate to archaeological resources along the west approach for the project, and complete the appropriate mitigation of possible significant archaeological resources prior to project construction. In addition, the City wishes to have AECOM complete the tasks that were put on hold in 2012 in order to finish appropriate documentation of the archaeological data recovery excavations that occurred on the east side of the overcrossing, and complete mitigation of impacts to significant archaeological resources for that portion of the project. Finally, the following proposal includes additional tasks for limited archaeological monitoring during project construction on both sides of the proposed railroad overcrossing.

AECOM is currently contracted to complete an initial geoarchaeological analysis of the subsurface impacts associated with the west approach of the project (proposal dated January 12, 2017). This existing scope of work includes two tasks: **Task 1, Project Set Up, Site Specific Health and Safety Plan, and Project Management**; and, **Task 2, Geoprobe Soil Bores**. The following scope of work builds on and modifies these existing tasks. The data obtained from the initial Geoprobe investigation will be used to inform the subsequent tasks outlined below. The soil profiles identified through the coring program will allow for the definition of the depths and extent of both redeposited and potentially intact significant archaeological deposits, which may be targeted through various means, including: backhoe excavation (Task 3) in areas where no archaeological materials or redeposited archaeological materials are present; and manual hand

excavation (contingency Task 4) in areas where potentially significant intact archaeological deposits are identified that need to be assessed for their significance and eligibility to the California Register of Historical Resources (CRHR). At this time, it is assumed that no significant CRHR-eligible archaeological resources will be encountered which would require mitigation through data recovery excavations. If the determination is made during implementation of Task 4 that a significant resource is present, additional scope and cost would be necessary once the nature and extent of the resource is better understood. If such additional work is deemed necessary, AECOM will submit to the City a supplemental proposal and budget for these efforts.

Summary descriptions of all proposed tasks are provided below, and a cost estimate for the proposed work is provided in Attachment A. The estimated time and materials not-to-exceed costs are based on typical archaeological test excavations required for an area with a reasonable potential to contain prehistoric midden deposits; however, given the unknown nature of archaeological resources, it is possible that a greater than normal level of effort may be required (if, for example, intact burials are encountered). AECOM will perform any additional required work on a time and materials basis, after approval from the City.

Task 1 (modification): Project Management and Native American Coordination

This task includes modifications and additional budget to the original Task 1 authorized under the existing proposal dated January 12, 2017. This task includes initial project set up, project management, and other preparations prior to field work. The AECOM project manager will maintain close communication with the City project manager throughout the duration of the execution of the above tasks, regarding project schedule and budget. Work conducted under the tasks outlined below will follow AECOM's site specific Health and Safety Plan prepared under the existing authorization to conduct Geoprobe soil coring on the project's west side. It is assumed that no air monitoring will be required, but that all personnel working on site and in direct contact with excavated soils will need to be 40-hour HAZWOPER certified.

Under this task modification, AECOM will also assist the City in communications and coordination with the Native American community. As discussed below under Task 3, because of the potential for encountering human remains and potentially significant prehistoric archaeological resources, it is recommended that the City engage Native American stakeholders prior to implementation of disturbing activities. AECOM will contact the California Native American Heritage Commission (NAHC) in order to identify individuals recognized by the NAHC as being culturally affiliated with the project area. On behalf of the City, AECOM will send a letter to individuals identified by the NAHC notifying them of the project and planned archaeological clearance activities. It is assumed that one-round of follow up phone calls will be required and up to three in-person field meetings with Native American representatives.

Task 3 (new): Backhoe Pre-excavation

In 2011, URS used a backhoe, under the direction of an archaeologist, to excavate all but one of the footing locations on the project's east approach prior to project construction. The goal of this "pre-excavation" work was to confirm that no significant archaeological resources or human remains were present within each of the footing locations, thus ensuring appropriate treatment of any significant archaeological resources and minimizing costly delays due to unanticipated discoveries during project construction. AECOM will implement the same process for the project's west approach. Each proposed footing south of Temescal Creek and west of the railroad tracks (Bent 2 through 11) will be excavated using a backhoe, in order to confirm the presence or absence of significant intact archaeological deposits and/or human remains. The single footing on the east approach (Stair Support 7) that was not pre-excavated in 2011, as well as the main bridge west footing (Bent 12) north of Temescal Creek, will also be excavated under this task. The same process is not feasible for the remainder of the footings on the west approach north of Temescal Creek, given that it is a highly developed and actively used pedestrian and vehicle corridor.

Based on the results of the Geoprobe investigation (currently underway), a determination will be made if it is sufficient to pre-excavate to the proposed final depth of each footing, or if deeper excavation is warranted given the observed soil profile and the potential for encountering archaeological resources due to deeper impacts associated with piers and ground improvements below the footings. It is assumed that the maximum depth of excavation will be 10 feet bgs, but that the average will be 6 feet or less (based on preliminary engineering designs). Each footing will be excavated utilizing a 2 to 3 foot wide flat edge bucket. Trench side walls will be observed by an AECOM geoarchaeologist during excavation and photographed and described.

Excavated spoils will be actively monitored and sorted for archaeological resources by an archaeologist. Diffuse, clearly redeposited midden sediments will be screened and observed for human remains and formal temporally diagnostic tools (e.g., flaked stone tools, shell beads, etc.), which will be collected and temporarily housed, along with the collections from the 2011 east side data recovery excavations, at AECOM's archaeology lab in Oakland, California. Due to the potential for encountering human remains, outreach to the Native American community (Task 1) is recommended prior to excavation under this task. If skeletal elements are observed, the County Coroner must be contacted under state law, and they will then be responsible for notifying the NAHC, who will assign a Most Likely Descendent (MLD) to the project. Any human bone will be collected in accordance with the recommendations of that individual. All bone which is not readily identifiable in the field as non-human will be collected and returned to the lab for further sorting, unless otherwise recommended by the MLD. Discovery of human remains is beyond this current scope of work and will require a separate scope and cost estimate.

Upon completion, test pits excavated as part of this effort will be backfilled and compacted with the backhoe bucket and wheels. Plastic sheeting and sand bags will be placed at the surface of each completed footing excavation. AECOM is not responsible for the maintenance of the excavation coverings prior to project construction. Two footings (Bent 9 and 10) are located in active parking spaces. AECOM will refinish the asphalt for these two locations, in order to return

the parking spaces to active use prior to project construction, but is not responsible for the maintenance of the asphalt prior to project construction.

Task 4 (contingency): Archaeological Test Excavations

In the event that potentially intact and/or significant archaeological deposits are encountered during the activities described above for Task 3, additional limited hand excavations may be necessary to assess the integrity of the deposit, the lateral and vertical extent of the deposit, and the archaeological significance of the deposit under the CRHR. In order to determine the potential significance and integrity of encountered archaeological deposits, an archaeological test excavation (Phase II) program will be designed and implemented. It is anticipated, at this time, that test excavations will consist of one 50cm x 100cm x 100cm hand excavation unit at two of the footing locations (total of one cubic meter excavation). Fill material overlying potentially significant archaeological resources will be mechanically excavated and stockpiled on-site. Archaeological hand excavation and recovery methods will be designed to assess the integrity of the deposit, determine the adequacy of data with respect to archaeological research themes and the potential of the deposit to answer important research questions. Limited faunal, lithic, soil, and chronometric analysis will be conducted as necessary, to better characterize site constituents and guide Phase III data recovery excavations, if determined necessary as mitigation for project impacts.

The methods and findings of the Phase II test excavations, including the results of associated laboratory studies, will be documented in the Final Archaeological Resources Report described below under Task 5. If it is determined through the test excavations that the archaeological deposits do not retain sufficient integrity or data potential to qualify as a unique archaeological or historical resource under the CRHR, the final report will describe the rationale by which these conclusions were reached.

If it is determined that the deposit retains sufficient data potential and integrity to qualify as a unique archaeological resource or historical resource under the CRHR, the test excavations would likely need to be expanded into data recovery excavations in order to mitigate project-related impacts. Because variability in archaeological sites makes it difficult to anticipate the level of effort necessary, data recovery mitigation is not covered under the current scope, and would require additional scope and budget, in consultation with the City and, possibly, Native American representatives. At a minimum, an Archaeological Treatment Plan (ATP) would need to be developed to guide the data recovery effort, including field and laboratory documentation standards, definition of types of analyses that would be conducted for specific artifact and data classes, as well as the final disposition of all recovered archaeological materials.

Task 5 (new): Reporting

The results of the coring (i.e., Geoprobe) and backhoe pre-construction excavation program (Task 3) as well as the results of Phase II hand test excavations (Task 4) will be included in a Final Archaeological Resources Report (FARR) for the Horton Street Landing Project. This FARR will be a comprehensive document of the archaeological excavations that have been conducted to date as well as proposed herein for both the west and east approach of the project.

When the original contract for archaeological services between URS and the City was put on hold in early 2012, Phase III data recovery mitigatory excavations had been completed for the east approach of the project. However, laboratory analysis (original contract Task 2a), write up of the excavation results (Original contract Task 3/3a), and final curation of recovered artifacts had not yet been completed. The remaining unbilled contract value for these services, at the time, was \$93,154. Remaining work necessary for completion of the east-side data recovery effort and mitigation of project effects to the unique archaeological resource impacted there, includes: laboratory analysis of the faunal bone (mammal, bird, and fish) portion of the collection (shell, plant, and human osteological portions have already been processed); and stone and bone artifact/tool analysis. As with those portions of the data recovery and lab analysis completed to date, a portion will be conducted in-house by AECOM, while some (e.g., fish analysis, obsidian analysis) requires the use of subcontractors recognized as experts in the field. The laboratory studies will be incorporated into the FARR. The final report will consist of a compilation and write-up of all of the results from the individual analyses, including: summary of the site's historic context, description of field effort, soils and stratigraphic analysis, radiocarbon dating, bone artifacts, stone artifacts, dietary remains (including shellfish, fish, mammal, and bird), and human osteology (including isotope analysis already completed). One round of consolidated review by the City, not requiring new data acquisition, is assumed.

Once all analysis of the collections and final reporting on that analysis is completed, the collections will be curated in a recognized and certified archaeological collection facility (at Sonoma State University). A curation cost of \$9,800 was included (but not previously billed) in the original contract budget (under original contract Task 2a). Given that it is not anticipated that any significant intact archaeological site or features will be encountered during archaeological clearance of the west approach, and only few diagnostic artifacts recovered from a disturbed context, one additional box has been budgeted for under this task.

Task 6 (new): Monitoring

Although the preceding tasks are intended to clear the project site for archaeological resources prior to construction, some construction-period archaeological monitoring is still warranted. It will not be feasible to fully excavate some portions of the project prior to start of construction, either because the design of those subsurface impacts is not yet finalized, or because such areas are in active use by the public and access for ground disturbance has not been granted by the property owner (see discussion above under Task 3). For the east side of the project, monitoring was recommended during construction of the East Creek Bridge Abutment 1, Stair Support 6 and 7, as well as other planned project elements (e.g. stormwater drains, landscaping, etc.) at depths lower than 8.25 foot elevation, which have the potential for archaeological deposits; \$21,908 was allocated in the original contract budget for these efforts. Additional monitoring is anticipated for the west side of the project, particularly at Stair Support 1 through 5, where pre-excavation is not feasible.

In accordance with these recommendations, AECOM will provide a qualified archaeologist to monitor ground disturbing activities that have the potential to disturb human bone and/or potentially significant archaeological deposits. The archaeological monitor will have the

authority to direct the City's contractor to use appropriate fine-grading techniques when potentially sensitive soils are being excavated, to ensure adequate observation. If human skeletal elements are observed, the City's Native American consultant will be contacted and bone will be collected in accordance with the recommendations of that individual. All bone which is not readily identifiable in the field as non-human will be collected and returned to the AECOM lab for further sorting, unless otherwise recommended by the Native American consultant. Assistance with the on-site reinternment of collected human remains is also covered under this task. Upon completion of the construction monitoring effort, a brief letter report will be prepared summarizing the results. Because monitoring schedule is predicated on the construction schedule, and outside of the control of AECOM, the costs associated with this task represent a best estimate, but may require additional scope and cost if construction schedule is altered.

Assumptions:

- The City will have a surveyor mark the corners of each proposed footing on the west side of the railroad right-of-way, and Stair Support 7 on the east side, prior to execution of Task 3
- No air monitoring or dust suppression required
- Personnel working in close proximity to excavated soil and open excavations need to be 40-hour HAZWOPER certified
- All spoils can be returned to the footing excavations. Backhoe bucket and wheel compaction is sufficient, and each excavation can be covered with plastic and sand bags; except for those two footings located in parking spaces, which will be re-asphalted. No additional securing of the excavations is necessary after AECOM's demobilization from the site.
- No chemical testing or disposal of excavated soils is required
- AECOM not required to pay for a Native American monitor
- No federal nexus for the project which would require compliance with Section 106 of the National Historic Preservation Act
- Any additional archaeological data recovery, treatment plans, or other mitigations would require a separate scope and budget.
- City to secure all right of entry.
- Five (10 hour) days of trenching, with a maximum of eight locations.
- One round of consolidated review for all deliverables, with no new data acquisition.

Estimated Charges and Schedule

URS requests that the City of Emeryville issue a new work order in the not-to-exceed amount of **\$175,225** to implement the tasks described herein and detailed in Attachment A. An additional fee of **\$45,042** would be required for implementation of optional Task 4; for a total of **\$220,267**. Schedule for these tasks is predicated on issuance of Notice to Proceed (NTP) and pre-marking of the footing areas by the City. Start of the backhoe excavations under Task 3 is predicated on the completion of Geoprobe coring under Task 2 of the original proposal, as well as the results of Native American coordination under the modified Task 1.

Limitations

AECOM will perform the services described here in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. This proposal is conditioned upon the negotiation of mutually acceptable contract terms.

If you have any questions about this proposal, please contact Jay Rehor at (510) 874-1726. We appreciate the opportunity to continue to work with you on this important project.

Sincerely,

AECOM



Jay Rehor
Senior Geoarchaeologist
Project Manager



Steve Leach
Vice-President, Environmental Services

Attachment A: Cost Estimate

Attachment A: Cost Estimate Table

COST ITEM	Rates	Task 1	Task 3	Task 4 (contingency)	Task 5	Task 6	Subtotal Cost
		Project Management and Native Amercian Coordination	Backhoe Pre- Excavation	Archaeological Test Excavations	Analysis and Reporting	Monitoring	
Labor Costs (AECOM)							
Project Manager/Senior Geoarchaeologist (JR1)	\$135.00	52	48	80	150	40	\$49,950.00
Senior Technical Reviewer (MH)	\$135.00				34	6	\$5,400.00
Project Archaeologist (KK)	\$110.00			60	62	40	\$17,820.00
Project Archaeologist (JR2)	\$110.00	8		18	100		\$13,860.00
Archaeological Technician (AG)	\$90.00	8	48	80	100	120	\$32,040.00
Archaeological Technician (CA)	\$85.00			16	62	80	\$13,430.00
Osteologist (GC)	\$75.00		32	60	80	120	\$21,900.00
CAD/ GIS Tech/ Illustrator (OA)	\$115.00	2		20	62	20	\$11,960.00
Health and Safety Officer (SC)	\$135.00		4	4			\$1,080.00
Editor /Word Proc. (DF)	\$95.00				24	6	\$2,850.00
Administrator (JR3/MW)	\$90.00	4	4	3	3	3	\$1,530.00
Subtotal Labor Hours by Task		74	136	341	677	435	1,663
Total Labor Cost by Task		\$9,210	\$14,100	\$35,550	\$72,610	\$40,350	\$171,820
Other Direct Costs (ODCs) and Subcontractors							
ODCs (boxes/bags, GPS, camera, etc.)			\$400	\$800		\$1,200	\$2,400
Native American Monitor (subcontractor)							
Laboratory Analysis (subcontractors)					\$8,500		\$8,500
Curation fees	\$1,200				\$11,000		\$11,000
Direct AMS (radiocarbon)	\$300			\$1,800			\$1,800
Fencing	\$1,400		\$1,400				\$1,400
Asphalt Refinishing (subcontractor)			\$4,000				\$4,000
Backhoe Sub (Cornerstone Env.)			\$10,600	\$6,440			\$17,040
Markup on ODC's and Subs	5%		\$820	\$452	\$975	\$60	\$2,307
Total ODCs			\$17,220	\$9,492	\$20,475	\$1,260	\$48,447
TOTAL BY TASK		\$9,210	\$31,320	\$45,042	\$93,085	\$41,610	

TOTAL COST: **\$175,225**

**Total Cost
w/ Task 4:** **\$220,267**

Staff:
AG= Annamarie Guerrero; DF= Deborah Fournier; JR1= Jay Rehor ; KK= Kathleen Kubal;
JR2= Jennifer Raneses; MA= Melissa Walden; OA= Otto Alvarez; SC= Shannon Couch