

RESOLUTION NO. 18-10

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute A First Amendment To The Professional Service Agreement With EKI Environment & Water, Inc., Increasing The Compensation Amount By \$25,000 For A Total Amount Not To Exceed \$62,000 For Environmental Services For The South Bayfront Bridge/Horton Landing Park Project, EPW 17-103 (CIP # 16475006)

WHEREAS, the South Bayfront Pedestrian Bicycle Bridge Project ("Project"), when built, will create an additional east/west route across the Union Pacific Railroad right-of-way for non-motorized traffic; and

WHEREAS, on August 3, 2017, the City entered into a Professional Services Agreement with EKI for \$37,000 to begin preliminary investigative work within the Project Site on the West side of the railroad tracks; and

WHEREAS, additional work, beyond that anticipated within the original work scope, is required to comply with regulatory requirement for which EKI has proposed to do for an additional \$25,000; and

WHEREAS, the proposed First Amendment to the Professional Services Agreement with EKI increases the total amount of compensation to an amount not to exceed \$62,000; and

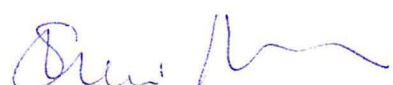
WHEREAS, there is sufficient funding appropriated as part of the Capital Improvement Program for the South Bayfront Bridge / Horton Landing Park project to cover the cost of said Professional Services Agreement; now, therefore, be it

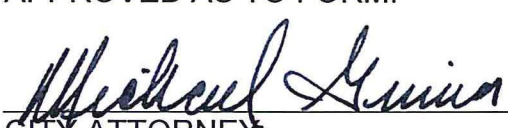
RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to execute a First Amendment to the Professional Services Agreement with EKI in an amount not to Exceed \$25,000 for Environmental Sampling, Testing and Reporting Services at the site of The South Bayfront Bridge/Horton Landing Park Project, CIP# 16475006.

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, February 6, 2018, by the following vote:

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


MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES AGREEMENT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is effective as of this _____ day of _____, 2018, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EKI ENVIRONMENT & WATER, INC. (FORMERLY ERLER AND KALINOWSKI, INC.)** ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Consultant entered into a Professional Services Agreement ("Agreement") effective August 3, 2017, , whereby Consultant is to prepare Environmental Engineering Assistance During Cultural Resource Investigations, S.Bayfront Bicycle/Pedestrian Overcrossing Project, Bay Street; and

WHEREAS, it is now necessary to revise the scope of work to include additional project management time and preparation of additional materials; and

WHEREAS, the City wishes to amend the Agreement to include the additional services; 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 Amendment; and

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

WHEREAS, the Consultant desires to provide such additional services and has submitted a First Amendment proposal dated January 12, 2018 , incorporated as Exhibit A; and,

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

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

- A. Section I.B of the Agreement ("Services") is hereby amended to include the scope of services described in Exhibit A.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		EPW No.	

- B. Section I.C is hereby amended to have the Agreement terminate on June 30, 2018.
- C. Section III.B of the Agreement ("Compensation and Method of Payment") is hereby amended to reflect payment based on the additional analysis described in Exhibit A, and to increase the total compensation under the Agreement. The section shall now read:

The amount paid under this Agreement as compensation for Services performed and reimbursement for costs incurred shall increase by **TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00)** for a total compensation amount not, in any case, to exceed **SIXTY TWO THOUSAND DOLLARS AND NO CENTS (\$62,000.00)**, except as outlined in Section II.C above. The compensation for Services performed shall be **as set forth in Exhibit A.**
- D. All other provisions of the Agreement shall remain in full force and effect, and this Amendment shall remain subject to said promises.
- E. The Effective Date of this Amendment is the date on which the Amendment is executed on behalf of the City.

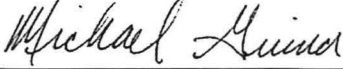
WAIVER OF AGREEMENT

The City'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.

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

Approved As To Form:



Michael A. Guina, City Attorney

CITY OF EMERYVILLE

Dated:

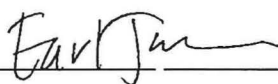
_____, 2018

Carolyn Lehr, City Manager

CONSULTANT

Dated:

January 18, 2018

BY:  _____

ITS: Vice President _____

12 January 2018

Todd Teachout
Interim City Engineer
City of Emeryville
1333 Park Avenue
Emeryville, California 94608

Subject: Budget Augmentation Proposal for Additional Environmental Services
Associated with Cultural Resource Investigations and Preparation of a Soil
Management Plan Prior to Bridge Construction
South Bayfront Pedestrian Bicycle Bridge Project – West Side
Emeryville, California
(EKI B70013.00)

Dear Mr. Teachout:

EKI Environment & Water, Inc. ("EKI") is pleased to submit this budget augmentation proposal for additional environmental services associated with cultural resource investigations and preparation of a soil management plan prior to construction of the west side of the South Bayfront Pedestrian Bicycle Bridge ("West Side Project Area"), located within the Bay Street Project Area ("Bay Street") in Emeryville, California. EKI services are proposed to be provided on behalf of our client, the City of Emeryville ("City"; "Client"), in accordance with our existing professional services agreement ("PSA"), dated 3 August 2017 ("2017 PSA"). The Department of Toxic Substances ("DTSC") provides regulatory oversight for post-remediation redevelopment at Bay Street.

Cultural resources investigations at the West Side Project Area have been completed in two phases: 1) soil sampling collected using a drill rig in August 2017, which also included waste pre-characterization, and 2) pre-excavation of ten proposed footing locations in October 2017. EKI provided environmental oversight services during the cultural resources investigations that were scheduled and conducted by the City's archaeologist. Per DTSC's request, a work plans and a summary of results letter was prepared and submitted for DTSC review and approval for each phase of the cultural resources investigations. Prior to construction of the West Side Project Area, DTSC has requested a soil management plan be submitted for review and approval.

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PROPOSED SCOPE OF WORK

Task 1 – Completed Out of Scope Tasks

The following out of scope tasks were completed to fulfill DTSC requests that were not included in the 2017 PSA, and additional oversight and sampling for cultural resources investigations that extended beyond the duration and scope anticipated in the 2017 PSA.

- Per DTSC request, prepared two work plans prior to each phase of cultural resources investigations for DTSC review. Responded to City and DTSC review comments and finalized the work plans for DTSC approval.
 - EKI, 2017a. *Soil Sampling Work Plan and Environmental Health and Safety Plan, Bay Street Project Area, Emeryville, California*, 22 August 2017.
 - EKI, 2017b. *Addendum to Soil Sampling Work Plan dated 22 August 2017, Bay Street Project Area, Emeryville, California*, 6 October 2017.
- Prepared a separate letter summarizing the results of the second phase of the cultural resources investigations for DTSC review. Responded to City and DTSC review comments and finalized the results letter for DTSC approval.
 - EKI, 2017c. *Results of Testing Conducted Pursuant to the Addendum to Soil Sampling Work Plan, Bay Street Project Area, Emeryville, California*, 15 December 2017.
- Conducted 4 additional days of fieldwork during the pre-excavation of ten footing locations beyond the 3 days initially included in the 2017 PSA. Duration of these field activities was based on the field schedule of the City Archaeologist.

Task 2 – Preparation of a Soil Management Plan

EKI will prepare a Soil Management Plan (“SMP”) for use during construction activities for the West Side Project Area. The purpose of the SMP is to identify mitigation measures that will be implemented during construction activities that encounter native soil to minimize the potential for exposure to chemicals of concern and to identify appropriate soil handling and disposal requirements in accordance with the Environmental Risk Management Plan (“RMP”) for Bay Street, dated July 2000. Components of the SMP such as the traffic control and waste transportation plan, the decontamination plan, and the dust control plan were prepared for the West Side Project Area during preparation of plans and specifications for the entire Bridge Project under a separate PSA. As such, the cost for preparing these plans are not included in

the proposed budget for preparation of the SMP. These plans will be incorporated as appendices into the SMP.

The SMP will also incorporate other requirements of the RMP such as an updated site-specific health and safety plan, procedures to follow if visibly contaminated or odorous soil are encountered, and confirmation soil sampling requirement for excavation of encountered visibly contaminated or odorous soil. Based on the results of the footings pre-excitation, at least one footing location will require excavation beyond the footing footprint to remove native soil that exceeds the Bay Street soil remedial goals. Additional visibly contaminated or odorous soil may potentially be present as some footing locations were not pre-excavated and some footing locations could not be excavated to their full extent due to underground utilities or other subsurface concrete obstructions.

It is assumed that one round of response to Client comments and one round of response to DTSC comments will be performed and that only an electronic copy of the SMP will be produced. If hardcopies of the report are requested, EKI will request additional budget to complete this task. EKI review and coordination of DTSC review for addendums to the traffic control and waste transportation plan, decontamination plan, and dust control plan that are prepared by the contractor for the Bridge Project per requirements of the Project specifications are not included in this task.

PROJECT SCHEDULE

We are prepared to begin work immediately on this project upon receipt of Client's authorization to proceed. Upon notice to proceed from the Client, EKI anticipates that it will take approximately three weeks to prepare a draft SMP for Client review.

COMPENSATION FOR CONSULTING SERVICES

Inasmuch as the exact level of effort to complete the proposed Scope of Work cannot be identified at this time, compensation for consulting services by EKI Environment & Water, Inc. will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2018, attached. We propose a budget augmentation of \$25,000 for the performance of Tasks 1 and 2, described above, which will not be exceeded without additional authorization. A breakdown of the budget is provided below:

Task		Estimated Budget
1	Completed Out of Scope Tasks	\$15,000
2	Preparation of a Soil Management Plan	\$10,000
TOTAL PROPOSED BUDGET		\$25,000

We assume that the City will provide a written amendment to our Agreement providing specific work authorization for this project for EKI review and approval.

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 these matters in greater detail.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



Joy Su, P.E.
Project Manager



Earl James, P.G.
Vice President

Attachments: Schedule of Charges, dated 1 January 2018

Client/Address: City of Emeryville
Andrew Clough
1333 Park Avenue
Emeryville, CA 94608



Proposal/Agreement Date: 12 January 2018

EKI Project # B70013.00

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.¹

1 January 2018

<u>Personnel Classification</u>	<u>2018 Standard Hourly Rate</u>	<u>Discounted Hourly Rate (5% discount)</u>
Officer and Chief Engineer-Scientist	280	266
Principal Engineer-Scientist	270	257
Supervising I, Engineer-Scientist	260	247
Supervising II, Engineer-Scientist	250	238
Senior I, Engineer-Scientist	238	226
Senior II, Engineer-Scientist	225	214
Associate I, Engineer-Scientist	213	202
Associate II, Engineer-Scientist	199	189
Engineer-Scientist, Grade 1	185	176
Engineer-Scientist, Grade 2	175	166
Engineer-Scientist, Grade 3	160	152
Engineer-Scientist, Grade 4	140	133
Engineer-Scientist, Grade 5	124	118
Engineer-Scientist, Grade 6	109	104
Technician	100	95
Senior GIS Analyst	128	122
CADD Operator / GIS Analyst	113	107
Senior Administrative Assistant	125	119
Administrative Assistant	99	94
Secretary	82	78

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) (5% discount from standard markup of 15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

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 plus ten percent (10%).

CADD 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.

¹ Formerly known as Erler & Kalinowski, Inc.